



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, AUGUST 25, 2020 - 6:30 P.M.

SAFETY ALERT – NOTICE REGARDING COVID-19

The President, Governor, and the City of Stanton have declared a State of Emergency as a result of the threat of COVID-19 (aka the “Coronavirus”). The Governor also issued Executive Order N-25-20 that directs Californians to follow public health directives including cancelling all large gatherings. Governor Newsom also issued Executive Order N-29-20 which lifts the strict adherence to the Brown Act regarding teleconferencing requirements and allows local legislative bodies to hold their meetings without complying with the normal requirements of in-person public participation. Pursuant to the provisions of the Governor’s Executive Orders N-25-20 and N-29-20 the August 25, 2020, Joint Regular City Council Meeting will be held telephonically.

The health and well-being of our residents is the top priority for the City of Stanton and you are urged to take all appropriate health safety precautions. To that end, out of an abundance of caution the City of Stanton is eliminating in-person public participation. Members of the public wishing to access the meeting will be able to do so telephonically.

In order to join the meeting via telephone please follow the steps below:

1. Dial the following phone number +1 (669) 900-9128 US (San Jose).
2. Dial in the following **Meeting ID: (856 3694 5387)** to be connected to the meeting.

ANY MEMBER OF THE PUBLIC WISHING TO PROVIDE PUBLIC COMMENT FOR ANY ITEM ON THE AGENDA MAY DO SO AS FOLLOWS:

E-Mail your comments to pvazquez@ci.stanton.ca.us with the subject line “PUBLIC COMMENT ITEM #” (*insert the item number relevant to your comment*). Comments received no later than 5:00 p.m. before the meeting (*Tuesday, August 25, 2020*) will be compiled, provided to the City Council, and made available to the public before the start of the meeting. Staff will not read e-mailed comments at the meeting. However, the official record will include all e-mailed comments received until the close of the meeting.

The Stanton City Council and staff thank you for your continued patience and cooperation during these unprecedented times. Should you have any questions related to participation in the City Council Meeting, please contact the City Clerk’s Office at (714) 890-4245.

In compliance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (714) 890-4245. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

The City Council agenda and supporting documentation is made available for public review and inspection during normal business hours in the Office of the City Clerk, 7800 Katella Avenue, Stanton California 90680 immediately following distribution of the agenda packet to a majority of the City Council. Packet delivery typically takes place on Thursday afternoons prior to the regularly scheduled meeting on Tuesday. The agenda packet is also available for review and inspection on the city's website at www.ci.stanton.ca.us.

1. CLOSED SESSION(6:00 PM)

- 2. ROLL CALL** Council / Agency / Authority Member Ramirez
Council / Agency / Authority Member Taylor
Council / Agency / Authority Member Van
Mayor Pro Tem / Vice Chairperson Warren
Mayor / Chairman Shawver

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS

Closed Session may convene to consider matters of purchase / sale of real property (G.C. §54956.8), pending litigation (G.C. §54956.9(a)), potential litigation (G.C. §54956.9(b)) or personnel items (G.C. §54957.6). Records not available for public inspection.

4. CLOSED SESSION

4A. CONFERENCE WITH COUNSEL - THREAT TO PUBLIC SERVICES OR FACILITIES

Pursuant to Government Code Section 54957

Consultation with: City Attorney

**4B. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
(Pursuant to Government Code Section 54956.8)**

Property: 11870 Beach Boulevard, Stanton, CA (APN 131-241-21)

Negotiating Parties: Jarad L. Hildenbrand, City Manager, City of Stanton, Owner

Under Negotiation: Instruction to negotiator will concern price and terms of payment.

4C. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2)

Number of potential cases: 1

**4D. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
(Pursuant to Government Code Section 54956.8)**

Property: 8830 Tina Way, Anaheim, CA (APN 126-481-01)
8840 Tina Way, Anaheim, CA (APN 126-481-02)
8850 Tina Way, Anaheim, CA (APN 126-481-03)
8860 Tina Way, Anaheim, CA (APN 126-481-04)
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8880 Tina Way, Anaheim, CA (APN 126-481-06)
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8950 Pacific Avenue, Anaheim, CA (APN 126-482-13)
8951 Pacific Avenue, Anaheim, CA (APN 126-481-18)
8960 Pacific Avenue, Anaheim, CA (APN 126-482-14)
8961 Pacific Avenue, Anaheim, CA (APN 126-481-17)

8970 Pacific Avenue, Anaheim, CA (APN 126-482-15)
8971 Pacific Avenue, Anaheim, CA (APN 126-481-16)

Negotiating Parties: Jarad L. Hildenbrand, City Manager, City of Stanton
Jarad L. Hildenbrand, Executive Director, Housing Authority
Jarad L. Hildenbrand, Executive Director, Successor Agency
Trachy Family Trust, Owner
Steven W. Reiss Trust, Owner
Jennie Trust, Owner
Trang Trust, Owner
Triple Star Company, LLC, Owner
Sky Nguyen / SN Living Trust, Owner
Steven W. Reiss Trust, Owner
Ngoc Trieu and Andy Pham, Owner
David M. Cook and Daphne Chakran, Owner

Under Negotiation: Instruction to negotiator will concern price and terms of payment.

5. CALL TO ORDER / SUCCESSOR AGENCY / STANTON HOUSING AUTHORITY MEETING

6. ROLL CALL Council / Agency / Authority Member Ramirez
Council / Agency / Authority Member Taylor
Council / Agency / Authority Member Van
Mayor Pro Tem / Vice Chairperson Warren
Mayor / Chairman Shawver

7. PLEDGE OF ALLEGIANCE

8. SPECIAL PRESENTATIONS AND AWARDS **None.**

9. CONSENT CALENDAR

All items on the Consent Calendar may be acted on simultaneously, unless a Council/Board Member requests separate discussion and/or action.

CONSENT CALENDAR

- 9A. MOTION TO APPROVE THE READING BY TITLE OF ALL ORDINANCES AND RESOLUTIONS. SAID ORDINANCES AND RESOLUTIONS THAT APPEAR ON THE PUBLIC AGENDA SHALL BE READ BY TITLE ONLY AND FURTHER READING WAIVED**

RECOMMENDED ACTION:

City Council/Agency Board/Authority Board waive reading of Ordinances and Resolutions.

- 9B. APPROVAL OF WARRANTS**

City Council approve demand warrants dated July 31 – August 13, 2020, in the amount of \$3,073,430.09.

- 9C. APPROVAL OF MINUTES**

City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – August 11, 2020.

- 9D. AWARD OF CONTRACT FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES TO SA ASSOCIATES FOR THE FY 20/21 CITYWIDE SLURRY SEAL PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

Staff solicited proposals to provide Construction Inspection Services for the FY 20/21 Citywide Street Resurfacing Project. Eleven proposals were received and evaluated. Based on this qualifications-based selection process, staff recommends awarding the contract to SA Associates. The cost for completing these services is a maximum of \$89,000.

RECOMMENDED ACTION:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301 (c); and
2. Award a contract for professional construction inspection services to SA Associates to provide construction inspection services for a maximum contract amount of \$89,000; and
3. Authorize the City Manager to bind the City of Stanton and SA Associates in a contract to provide professional construction inspection services.

9E. RESOLUTION 2020-41 OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 2019-173 FOR THE PROPERTY LOCATED AT 7162 KERMORE LANE, STANTON

The final parcel map for the development located at 7162 Kermore Lane, Stanton has been completed and reviewed by all required departments and agencies. This final parcel map is in compliance with the City's General Plan and zoning land use designations.

RECOMMENDED ACTION:

1. City Council find that the adoption of the resolution is categorically exempt under Section 15332, Class 32 (In-Fill Development Projects); and
2. Adopt Resolution No. 2020-41 approving Final Parcel Map No. 2019-173, entitled:

“RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 2019-173 FOR THE PROPERTY LOCATED AT 7162 KERMORE LANE”; and

3. Find that the recordation of Final Parcel Map No. 2019-173 will not be in violation of any of the provisions of Section 66474, 66474.1, and 66474.2 of the Subdivision Map Act; and
4. Find that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan required by Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of the Government Code, and any specific plan adopted pursuant to Article 8 (commencing with Section 65450) of Chapter 3 of Division 1 of the Government Code.

9F. STANTON SHERIFF STATION LEASE AGREEMENT

The City provides a police station for the Orange County Sheriff located at 11100 Cedar Street. The purpose of the lease agreement is to define responsibilities at the station.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve the Stanton Sheriff Station Lease Agreement and authorize the Mayor to execute the agreement.

9G. JULY 2020 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of July 31, 2020, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. Successor Agency find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of July 2020.

9H. APPROVING AND AMENDMENT TO THE LAST AND FINAL RECOGNIZED OBLIGATIONS PAYMENT SCHEDULE (ROPS) PURSUANT TO HEALTH & SAFETY CODE SECTION 34191.6 (SUCCESSOR AGENCY)

This report summarizes the obligations of the Successor Agency to amend the previously adopted Last and Final ROPS and approve the attached resolution approving the amendment (Attachment A).

RECOMMENDED ACTION:

1. Successor Agency declare that the project is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Adopt Resolution No. SA 2020-02 to approve an amendment to the Last and Final Recognized Obligation Payment Schedule entitled:

"A RESOLUTION OF THE BOARD OF THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY, APPROVING THE FIRST AMENDMENT TO THE LAST AND FINAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE ("ROPS") PURSUANT TO HEALTH AND SAFETY CODE SECTION 34191.6".

9I. CONTRACT EXTENSION FOR INCO REALTY (HOUSING AUTHORITY)

Requested is the authorization to allow the City Manager to extend the professional services agreement with Inco Realty for brokerage services associated with the sale of the Housing Authority asset located at 7455 Katella Avenue, Stanton.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Housing Authority approve the third contract amendment for Inco Realty.
3. Authorize the City Manager to bind the City of Stanton Housing Authority and Inco Realty in a contract to continue providing brokerage services associated with the sale of the Housing Authority asset located 7455 Katella Avenue, Stanton.

9J. ACCEPTANCE OF THE FY19/20 CERRITOS AVENUE WIDENING PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

The FY 19/20 Cerritos Avenue Widening Project has been completed in accordance with the plans and specifications. The final construction cost for the project was \$208,963.38. The City Engineer, in his judgment, certifies that the work was satisfactorily completed as of August 25, 2020 and recommends that the City Council accept the completed work performed on this project.

The original construction contract cost for the FY 19/20 Cerritos Avenue Widening Project was for \$231,000.00.

RECOMMENDED ACTION:

1. City Council declare this project categorically exempt under the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) – Continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making; and
2. Accept the completion of improvements for the FY 19/20 Cerritos Avenue Widening Project, as certified by the City Engineer, and affix the date of August 25, 2020 as the date of completion of all work on this project; and
3. Approve the final construction contract amount of \$208,963.38 with Onyx Paving Company, Inc.; and

4. Direct the City Clerk within ten (10) days from the date of acceptance to file the Notice of Completion (Attachment) with the County Recorder of the County of Orange; and
5. Direct City staff, upon expiration of Directs City staff, upon expiration of the thirty-five (35) days from the filing of the “Notice of Completion,” to make the retention payment to Onyx Paving Company, Inc. in the amount of \$10,448.17.

9K. COOPERATIVE FUNDING AGREEMENT BETWEEN CITY OF STANTON AND ILLUMINATION FOUNDATION FOR OPERATION OF RECUPERATIVE CARE AND NAVIGATION CENTER AT 3535 WEST COMMONWEALTH AVENUE, FULLERTON

Requested is City Council consideration of a Cooperative Funding Agreement with Illumination Foundation (IF) for its shelter at 3535 West Commonwealth Ave in the City of Fullerton.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act (“CEQA”) under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Approve the Cooperative Funding Agreement in substantially the form attached and provide the City Manager and City Attorney the authority to negotiate the final details; and
3. Authorize City Manager, or designee, to execute the Cooperative Funding Agreement between City of Stanton and Illumination Foundation for Operation of a Recuperative Care and Navigation Center at 3535 West Commonwealth Avenue.
4. Authorize \$500,000 appropriation from Low and Moderate Income Housing Fund (Fund 285).

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS **None.**

11. UNFINISHED BUSINESS **None.**

12. NEW BUSINESS

12A. COMPREHENSIVE 2020 FIREWORKS REPORT AND REVIEW SAFE AND SANE FIREWORK STANDS

The report and associated presentation provide an update regarding the 2020 Illegal Fireworks Campaign and to review allowing the discharge and sale of safe and sane fireworks.

RECOMMENDED ACTION:

1. City Council declare that the project is not subject to CEQA in accordance with Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Receive and file this report.

13. ORAL COMMUNICATIONS - PUBLIC

At this time members of the public may address the City Council/Successor Agency/Stanton Housing Authority regarding any items within the subject matter jurisdiction of the City Council/Successor Agency/Stanton Housing Authority, provided that NO action may be taken on non-agenda items.

- Members of the public wishing to address the Council/Agency/Authority during Oral Communications or on a particular item may do so by submitting their comments via E-Mail to pvazquez@ci.stanton.ca.us with the subject line "PUBLIC COMMENT ITEM #" (*insert the item number relevant to your comment*) or "PUBLIC COMMENT NON-AGENDA ITEM #". Comments received by 5:00 p.m. will be compiled, provided to the City Council, and made available to the public before the start of the meeting. Staff will not read e-mailed comments at the meeting. However, the official record will include all e-mailed comments received until the close of the meeting.

14. WRITTEN COMMUNICATIONS None.

15. MAYOR/CHAIRMAN COUNCIL/AGENCY/AUTHORITY INITIATED BUSINESS

15A. COMMITTEE REPORTS/ COUNCIL/AGENCY/AUTHORITY ANNOUNCEMENTS

At this time Council/Agency/Authority Members may report on items not specifically described on the agenda which are of interest to the community provided no discussion or action may be taken except to provide staff direction to report back or to place the item on a future agenda.

15B. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE MEETING

At this time Council/Agency/Authority Members may place an item on a future agenda.

15C. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE STUDY SESSION

At this time Council/Agency/Authority Members may place an item on a future study session agenda.

Currently Scheduled: None.

16. ITEMS FROM CITY ATTORNEY/AGENCY COUNSEL/AUTHORITY COUNSEL

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

17A. ORANGE COUNTY SHERIFF'S DEPARTMENT

At this time the Orange County Sheriff's Department will provide the City Council with an update on their current operations.

18. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 20th day of August, 2020.

s/ Patricia A. Vazquez, City Clerk/Secretary

CITY OF STANTON ACCOUNTS PAYABLE REGISTER

July 31, 2020 - August 13, 2020

Electronic Transaction Nos.	1100 - 1121	\$2,861,400.18
Check Nos.	132601 - 132673	\$212,029.91

TOTAL \$3,073,430.09

Demands listed on the attached registers
conform to the City of Stanton Annual
Budget as approved by the City Council.



City Manager

Demands listed on the attached
registers are accurate and funds
are available for payment thereof.



Finance Director

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MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY
OF THE CITY OF STANTON
JOINT REGULAR MEETING AUGUST 11, 2020

1. CALL TO ORDER / CLOSED SESSION

The City Council / Successor Agency / Housing Authority meeting was called to order at 6:03 p.m. by Mayor / Chairman Shawver.

2. ROLL CALL

Present: Council/Agency/Authority Member Ramirez, Council/Agency/Authority Member Taylor, Council/Agency/Authority Member Van, Mayor Pro Tem/Vice Chairperson Warren, and Mayor/Chairman Shawver.

Absent: None.

Excused: None.

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

4. CLOSED SESSION

The members of the Stanton City Council/Stanton Housing Authority of the City of Stanton proceeded to closed session at 6:04 p.m. for discussion regarding:

4A. CONFERENCE WITH COUNSEL - THREAT TO PUBLIC SERVICES OR FACILITIES

Pursuant to Government Code Section 54957

Consultation with: City Attorney

4B. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code Section 54956.9 (d) (4)

Number of Potential Cases: 2

4C. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2)

Number of potential cases: 2

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4D. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Pursuant to Government Code Section 54956.8)

Property: 8830 Tina Way, Anaheim, CA (APN 126-481-01)
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8971 Pacific Avenue, Anaheim, CA (APN 126-481-16)

Negotiating Parties: Jarad L. Hildenbrand, City Manager, City of Stanton
Jarad L. Hildenbrand, Executive Director, Housing Authority

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Jarad L. Hildenbrand, Executive Director, Successor Agency
Trachy Family Trust, Owner
Steven W. Reiss Trust, Owner
Jennie Trust, Owner
Trang Trust, Owner
Triple Star Company, LLC, Owner
Sky Nguyen / SN Living Trust, Owner
Steven W. Reiss Trust, Owner
Ngoc Trieu and Andy Pham, Owner
David M. Cook and Daphne Chakran, Owner

Under Negotiation: Instruction to negotiator will concern price and terms of payment

5. **CALL TO ORDER / SUCCESSOR AGENCY / STANTON HOUSING AUTHORITY MEETING**

The meetings were called to order at 6:33 p.m. by Mayor / Chairman Shawver.

The City Attorney / Agency Counsel reported that the Stanton City Council / Successor Agency / Housing Authority met in closed session from 6:04 to 6:30 p.m.

The City Attorney / Agency Counsel reported that there was no reportable action.

6. **ROLL CALL**

Present: Council/Agency/Authority Member Ramirez, Council/Agency/Authority Member Taylor, Council/Agency/Authority Member Van, Mayor Pro Tem/Vice Chairperson Warren, and Mayor/Chairman Shawver.

Absent: None.

Excused: None.

7. **PLEDGE OF ALLEGIANCE**

Led by Mr. Allan Rigg, Public Works Director / City Engineer.

8. **SPECIAL PRESENTATIONS AND AWARDS**

Mayor Shawver tabled this item to a later date, in which the City Council could formally recognize Mr. Sou Moua at an in person City Council Meeting.

● ~~Recognition of outgoing Planning Commissioner Mr. Sou Moua~~

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9. CONSENT CALENDAR

Motion/Second: Ramirez/Warren

ROLL CALL VOTE:	Council/Agency/Authority Member Ramirez	AYE
	Council/Agency/Authority Member Taylor	AYE
	Council/Agency/Authority Member Van	AYE
	Mayor Pro Tem/Vice Chairperson Warren	AYE
	Mayor/Chairman Shawver	AYE

Motion unanimously carried:

CONSENT CALENDAR

9A. MOTION TO APPROVE THE READING BY TITLE OF ALL ORDINANCES AND RESOLUTIONS. SAID ORDINANCES AND RESOLUTIONS THAT APPEAR ON THE PUBLIC AGENDA SHALL BE READ BY TITLE ONLY AND FURTHER READING WAIVED

The City Council/Agency Board/Authority Board waived reading of Ordinances and Resolutions.

9B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated July 17 – July 30, 2020, in the amount of \$495,429.06.

9C. APPROVAL OF MINUTES

The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – July 28, 2020.

9D. AWARD OF CONSTRUCTION CONTRACT FOR THE FY 20/21 CITYWIDE SLURRY SEAL PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

The four bids for the FY 20/21 Citywide Slurry Seal Project were opened on July 20, 2020. Based on the post-bid analysis of the bids received, staff recommends the bid submitted by Roy Allan Slurry Seal, Inc. to be the lowest responsible and responsive bid. The construction cost is estimated at \$563,695.92, which includes a contingency.

1. The City Council approved the plans and specifications for the FY 20/21 Citywide Slurry Seal Project; and

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2. Awarded a construction contract for FY 20/21 Citywide Slurry Seal Project to the lowest responsible and responsive bidder, Roy Allan Slurry Seal, Inc., for the amount of \$512,450.84; and
3. Authorized the City Manager to bind the City of Stanton and Roy Allan Slurry Seal, Inc. in a contract for the construction of the FY 20/21 Citywide Slurry Seal Project; and
4. Declared this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
5. Authorized the City Manager to approve contract changes, not to exceed 10-percent.

9E. BIENNIAL REVIEW THE CITY'S CONFLICT OF INTEREST CODE

The proposed action is pursuant to the requirements set forth in section 87306.5 of the Political Reform Act and placed upon the City Council as the City's code-reviewing body.

1. The City Council directed the review of the City's Conflict of Interest Code and the filing of a Biennial Notice with the City Clerk regarding such review, as required by the Political Reform Act; and
2. Finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment).

END OF CONSENT CALENDAR

- | | |
|--------------------------------|-------|
| 10. PUBLIC HEARINGS | None. |
| 11. UNFINISHED BUSINESS | None. |

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12. NEW BUSINESS

12A. AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO REVIZE SOFTWARE SYSTEMS TO ASSIST IN THE REDESIGN OF THE CITY'S OFFICIAL WEBSITE AND APPROPRIATION OF FUNDS

The City Manager directed staff to solicit a qualified vendor to provide design and support services for the City's website. Staff requests that the City Council authorize the City Manager to enter into an agreement with ReviZe Software Systems to provide these services through August 2024 in the amount not to exceed \$34,800. Consequently, staff is requesting an appropriation of \$10,470 from the General Fund's available fund balance to fund the Fiscal Year 2020/21 costs for this agreement.

Staff report by Ms. Ashley Cain, Community Services Supervisor.

Council Member Van questioned staff regarding the duties / responsibilities of staff and the consultant in working on this project, potential bottleneck situations with co working on such a project, Americans with Disabilities Act of 1990 (ADA) compliance and what level the City's website will be in compliance with (WCAG 2.1 WA compliant), adjustable document / data upload limit, what content management system will be used, known and unknown vulnerabilities, what type of security systems are in place, expected timeline to launch, timeframe in which the City could expect assistance should the website "crash", service request timeframe, hosting party, and offline backups.

Motion/Second: Van/Ramirez

ROLL CALL VOTE:	Council Member Ramirez	AYE
	Council Member Taylor	AYE
	Council Member Van	AYE
	Mayor Pro Tem Warren	AYE
	Mayor Shawver	AYE

Motion unanimously carried:

1. The City Council declared this project to be categorically exempt under the California Environmental Quality Act, Section 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approved a Professional Services Agreement with ReviZe to assist in the redesign of the City's official website for the maximum contract sum of \$34,800; and

DRAFT

3. Authorized the City Manager to bind the City of Stanton and ReviZe in a contract to provide these services; and
4. Authorized the appropriation of \$10,470 from the General Fund's available fund balance to fund the Fiscal Year 2020/21 costs for this agreement.

12B. APPROVING THE FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT WITH KB HOME COASTAL INC. (HOUSING AUTHORITY)

The Redevelopment Agency (RDA) for the City of Stanton owned certain real property located at 7455 Katella Avenue, Stanton, CA 90680. The Housing Authority (SHA) is the successor entity to the RDA and, pursuant to the Dissolution Act, upon the RDA's dissolution the Property automatically transferred to the SHA. If approved, this First Amended and Restated Disposition and Development Agreement will provide the developer KB Home Coastal Inc. to acquire the property from the SHA and is intended to be developed to be part of a larger residential community.

Staff report by Mr. Jarad L. Hildenbrand, City Manager.

Motion/Second: Taylor/Van

ROLL CALL VOTE:	Council Member Ramirez	AYE
	Council Member Taylor	AYE
	Council Member Van	AYE
	Mayor Pro Tem Warren	AYE
	Mayor Shawver	AYE

Motion unanimously carried:

1. The Housing Authority declared that the action is not a project and is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3); and
2. Approved the First Amended and Restated Disposition and Development Agreement with KB Home Coastal Inc.; and
3. Authorized the City Manager/Executive Director to execute any necessary documents to facilitate this project.

13. ORAL COMMUNICATIONS – PUBLIC None.

14. WRITTEN COMMUNICATIONS None.

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15. MAYOR/CHAIRMAN/COUNCIL/AGENCY/AUTHORITY INITIATED BUSINESS

15A. COMMITTEE REPORTS/COUNCIL/AGENCY/AUTHORITY ANNOUNCEMENTS

- Council Member Taylor requested that staff research the ability for the City Council to resume in-person participation and attendance for City Council meetings.
- Council Member Van reported on an upcoming Census outreach event that is scheduled to be held at Continental Gardens on August 15, 2020 and invited those who are interested to attend and volunteer.
- Mayor Shawver reported on an upcoming Heroes Luncheon, honoring the Stanton Public Safety Team, Stanton's first responders, essential workers, and volunteers who keep Stanton safe, which is scheduled to be held on August 13, 2020.

15B. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE COUNCIL MEETING

None.

15C. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE STUDY SESSION

- Mayor Pro Tem Warren requested that staff review and conduct a communications audit to ensure that the City is building a messaging house that is clear in what the City's website represents.
- Mayor Shawver requested that the City Council create a committee composed of two City Council Members to work alongside staff to provide input on the creation and design of the City's official website.
 - Council Member Van and Mayor Pro Tem Warren were appointed to the "Redesign of the City's Official Website" Committee.

16. ITEMS FROM CITY ATTORNEY/AGENCY COUNSEL/AUTHORITY COUNSEL

None.

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

None.

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17A. ORANGE COUNTY FIRE AUTHORITY

At this time the Orange County Fire Authority will provide the City Council with an update on their current operations.

- Fire Division Chief Mike Petro provided the City Council with an update on their current operations.

18. ADJOURNMENT Motion/Second: Shawver/ Motion carried at 7:07 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: August 25, 2020

SUBJECT: AWARD OF CONTRACT FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES TO SA ASSOCIATES FOR THE FY 20/21 CITYWIDE SLURRY SEAL PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

REPORT IN BRIEF:

Staff solicited proposals to provide Construction Inspection Services for the FY 20/21 Citywide Street Resurfacing Project. Eleven proposals were received and evaluated. Based on this qualifications-based selection process, staff recommends awarding the contract to SA Associates. The cost for completing these services is a maximum of \$89,000.

RECOMMENDED ACTIONS:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301 (c); and
2. Award a contract for professional construction inspection services to SA Associates to provide construction inspection services for a maximum contract amount of \$89,000; and
3. Authorize the City Manager to bind the City of Stanton and SA Associates in a contract to provide professional construction inspection services.

BACKGROUND:

On August 11th, 2020 the City Council awarded a construction contract to Roy Allan Slurry Seal, Inc. for the FY 20/21 Citywide Slurry Seal Project. The scope of this project includes asphalt improvements on various streets in the City.

Staff is unable to provide for the inspection of these projects and need the assistance of a consultant to provide these specialized services. Inspection services also include any special geotechnical inspections that may be needed.

ANALYSIS/JUSTIFICATION:

On June 3rd 2020, staff issued a request for proposals (RFP) for the construction inspection services for the FY 20/21 Citywide Street Improvement Project and the FY 20/21 Citywide Slurry Seal Project. Eleven proposals were received.

The proposals from eleven firms were evaluated by three staff members based on various criteria. The result was that Interwest was selected to perform the required services for the FY 20/21 Citywide Street Improvement Project and SA Associates was selected to perform the required services for the FY 20/21 Citywide Slurry Seal project. The proposed lead construction inspector has extensive experience and knowledge in similar projects and their references all have good reviews. SA Associates proposed inspectors had far superior experience on similar projects. The total amount of this contract will not exceed \$89,000.

Fee schedules were opened after selection to make sure that the fees were reasonable.

Company	Total
AKM	\$ 109,960.00
Annealta Group	\$ 103,700.00
Destination Enterprises	\$ 138.00/hour
Dudek	\$ 90,000.00
GK & Associates	\$ 104,400.00
Interwest	\$ 96,520.00
Murow	\$ 162,200.00
NV5	\$ 93,890.00
SA Associates	\$ 89,000.00
Swinerton Management	\$ 114,901.00
Z&K Consultants	\$ 103,358.00

Staff found that the fees from Interwest were very close to the average of the fees proposed by the other firms. As such their fees were found to be reasonable.

FISCAL IMPACT:

Funds for these services are available from the Capital Projects Fund 305-3001-710200.

ENVIRONMENTAL IMPACT:

This project is categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301 (c) as replacement of existing facilities.

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

3 – Provide a quality infrastructure.

PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

Prepared by:
s/ Allan Rigg

Allan Rigg, P.E. AICP
Public Works Director/City Engineer

Concur:
s/ Michelle Bannigan

Michelle Bannigan, CPA
Finance Director

Approved by:
s/ Jarad Hildenbrand

Jarad Hildenbrand
City Manager

Attachments:

- 1) FY 20/21 Citywide Slurry Seal Project Inspection Services Contract

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, is made and effective as of August 25, 2020, between the **City of Stanton**, a California Municipal Corporation ("City") and **SA Associates**, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on **August 25, 2020** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2021** unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. When available, a more detailed work program shall be attached and incorporated into this agreement as a separate exhibit.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **CITY MANAGEMENT**

City's Director of Public Works shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents that enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth herein, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **eighty-nine thousand dollars (\$89,000.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement and shall be billed in accordance with Exhibit B, Fee Proposal.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall such sum exceed ten thousand dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 3.

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. However, use of data by City for other than the project that is the subject of this agreement shall be at City's sole risk without legal liability or exposure to Consultant. With respect to computer files,

Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. **INDEMNIFICATION**

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City, and any and all of its officials, employees and agents (collectively "Indemnified Parties"), from and against any and all claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, including but not limited to the extent same are caused or contributed to in whole or in part which relate to or arise out of any negligent, intentional or willful act, omission, occurrence, condition, event, transaction, or thing which was done, occurred, or omitted to be done (collectively "Claims"), by Consultant, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement without regard to whether such Claims arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Consultant.

(b) Indemnification for Other Than Professional Liability. In addition to indemnification related to the performance of professional services and to the full extent permitted by law, Consultant shall further indemnify, protect, defend and hold harmless the City and Indemnified Parties from and against any liability (including Claims) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements which indemnify, protect, defend and hold harmless the City from liability, with provisions identical to those set forth here in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required, this failure shall be a material breach of this Agreement, and Consultant agrees to be fully responsible according to the terms of this entire Section 9. City has no obligation to ensure compliance with this Section by Consultant and failure

to do so will in no way act as a waiver. This obligation to indemnify and defend City is binding on the successors, assigns or heirs of Consultant, and shall survive the termination of this Agreement or this section.

(d) Obligation to Defend. It shall be the sole responsibility and duty of Consultant to fully pay for and indemnify the City for the costs of defense, including but not limited to reasonable attorney's fees and costs, for all Claims against the City and the Indemnified Parties, whether covered or uncovered by Consultant's insurance, against the City and the Indemnified Parties which arise out of any type of omission or error, negligent or wrongful act, of Consultant, its officers, agents, employees, or subcontractors. City shall have the right to select defense counsel.

10. **INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this Agreement.

11. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. **LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of State and Federal laws and regulations, which in any manner affect those employed by it or in any way, affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Stanton in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Stanton will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

15. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or sub consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or sub consultants be served with any summons,

complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

16. **NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:	City of Stanton 7800 Katella Ave Stanton, California 90680 Attention: City Clerk
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To Consultant:	SA Associates 1130 W. Huntington Drive, Unit 12 Arcadia, CA 91007
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17. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, aside from material testing as stated in the proposal, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only SA Associates shall perform the services described in this Agreement.

18. **LICENSES**

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

19. **GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Stanton.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding that between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **CONTENTS OF PROPOSAL**

Consultant is bound by the contents of the proposal submitted by the Consultant, Exhibit "A" hereto.

22. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF STANTON

CONSULTANT

By: _____
Jarad Hildenbrand
City Manager

By: _____
(Signature)

(Typed Name)

Its: _____

Attest:

Patricia Vazquez, City Clerk

Approved As To Form:

Matthew E. Richardson, City Attorney

EXHIBIT A

TASKS TO BE PERFORMED

Provide construction management and inspection services for the FY 20/21 CITYWIDE STREET IMPROVEMENT PROJECT as described in the Proposal received by SA Associates along with the Fee Schedule dated June 22, 2020

EXHIBIT B



June 22, 2020

Allan Rigg, P.E.
Director of Public Works/City Engineer
City of Stanton
7800 Katella Avenue
Stanton, CA 90680

Subject: Proposal for On-Call Construction Management and Inspection Services:
Public Works Street Project

Dear Allan:

In accordance with your request, we are pleased to submit our proposal to provide Construction Inspection Services for the upcoming Public Works Street Project.

The contact for all communications and authorizations pertaining to this proposal is Shahnawaz Ahmad, President of SA Associates. His contact information is as follows:

SA Associates
1130 W. Huntington Drive, Unit 12, Arcadia, CA 91007
Tel: 626.821.3456 / E-Mail: sahmad@saassociates.net

PROJECT UNDERSTAND AND APPROACH

Our understanding of the work includes inspection of the FY 20/21 Citywide Street Resurfacing Project. The apparent low bidder is R.J. Noble Company, with a bid of \$674,990. The construction schedule is 90 working days.

The detailed Scope of Services is itemized on Pages 3-4 of the RFP and will not be reiterated here.

The following are some of the elements of our approach to the project:

Communications

The success of your projects depends on clear communications between the CM Consultant, the contractor, the design engineer, and your staff. We will meet with your staff regularly throughout the project to review progress and resolve questions or issues relative to the construction of the projects. We will provide status reports to the City to ensure that the City is aware of the project status and issues affecting progress.

Pre-Construction Conference

Once the construction contract has been awarded for the project, we will schedule and conduct a pre-construction conference. We will prepare an agenda and meeting minutes and distribute to all attendees. It is important at this time to address many of the procedural issues for the project. These include lines of communication, procedures for submitting questions, correspondence, shop drawings, requests for information, payment requests, project schedule updates, and other issues. Issues specific to the project will be defined and resolved. Site access and traffic control will be a major issue for many of your projects. The design engineer and the City should also attend this meeting.

Construction Progress Meetings

During the project construction period, we will conduct periodic project progress meetings to review construction progress for the previous period, address issues relating to the construction, review proposed activities and other issues. The City will be invited to these meetings.



City of Stanton
Proposal for On-Call Construction Management and Inspection Services
June 22, 2020
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Construction Observation Team

We will provide a construction inspector to monitor construction activities. Our Inspector will work with the contractor to enforce:

- Daily project cleanup
- Trench excavation protection
- Traffic Control
- SWPPP requirements (if applicable)

The inspector will be responsible for day to day construction observation and preparation of daily work reports. The daily reports will identify contractor's staff on site, equipment in operation, weather conditions, work in progress, safety issues, visitors to the site, and other important issues that arise.

Safety

Safety on a project can never be emphasized enough. Every project has its safety concerns, but the ones that stand out for this project include:

- Work adjacent to live traffic
- Work in close proximity to private residences and businesses
- Work around utilities

Our employees are all required to conduct weekly tailgate safety meetings on relevant project safety topics. Safety training is provided to employees as needed such as fall protection, confined space, and 40-hour HAZMAT. We require that all projects have a safety/emergency bulletin board with the project-specific Codes of Safe Practices and emergency phone numbers and procedures posted. Although the contractor is responsible for jobsite safety, our field staff will continuously monitor the project for adherence to the safety requirements per the contract. SA Associates will address the contractor with any safety deficiencies, and these deficiencies and their corrective actions will be documented in a safety diary.

Community Outreach and Public Relations

Good public relations with the general public are imperative to the success of any project. Typically, construction work is adjacent to private residences and businesses and construction can be very disturbing. SA Associates' inspectors will be the first line of defense for addressing complaints by the public. They will work with the contractor to address issues and concerns brought forth by the public, businesses, and property owners.

On this project, it is critical that good communication transpires between the construction management team and businesses to minimize disruptions to them. We will need to understand an individual business's delivery times and busy times so that we can maintain access to their driveways during this period.

To assist with the public relations effort for this project, we will:

- Maintain a log of all phone calls received
- Listen to citizen concerns and try to appease them
- Work with the contractor for prompt resolution of issues
- Meet individually with property owners and businesses.
- Circulate fliers, newspaper notifications, as appropriate and as approved by the City, about noise and odor



City of Stanton
Proposal for On-Call Construction Management and Inspection Services
June 22, 2020
Page 3

- Confirm that the contractor circulates the notification letter two weeks in advance, identifying traffic restrictions, period of construction, and suggested alternate routes
- Verify that changeable message signs are placed alerting traffic of the period of potential delays during lane closures
- Communicate with emergency services about any events that may raise emergency calls from the public
- Implement a project hotline if agreed to by the City
- Provide information to the City to post on the City's website

On several projects, we have conducted community meetings to inform local residents and businesses about construction impacts of a project. These meetings have helped to mitigate complaints and calls to City Hall and Council. A typical example was for the construction of water mains and street rehabilitation for the city of Pomona, where a meeting, prior to start of construction, helped in allaying residents' concerns about noise, dust, and driveway access.

FIRM STRUCTURE AND HISTORY

SA Associates is a principal-owned firm, committed to engineering excellence and principal involvement. We are incorporated in the state of California. We provide complete civil engineering services for municipalities, public and private water agencies, sanitary districts, and flood control districts.

SA Associates is classified as a Minority Owned Business Enterprise (MBE), Disadvantaged Business Enterprise (DBE), Small Business Enterprise (SBE), and Micro-Business Enterprise by local, state, and federal agencies.

SA Associates' experience was gained through providing engineering services to several cities and agencies in the greater Los Angeles area for over 30 years. We have offices in Anaheim and Arcadia. All of SA Associates completed (or currently ongoing) projects are for public agencies. Our team of engineers and professionals are aware of the requirements of most public agencies and are familiar with public procedures

We have been responsible for the design and construction of over 49 miles of streets for a construction cost of approximately \$87 million and construction management and inspection projects for over \$134 million for agencies in the Southern California area. These include on-call construction management and/or construction inspections projects for the following agencies:

City of El Monte	City of Manhattan Beach	City of Riverside
City of Fontana	City of Monterey Park	City of San Bernardino
City of Gardena	City of Moreno Valley	City of Santa Clarita
City of Laguna Niguel	City of Murrieta	Santa Clarita Valley Water
City of La Palma	City of Norwalk	City of South El Monte
Long Beach Water Department	County of Orange Public Works	City of Torrance
County of Los Angeles DPW	City of Pomona	City of Yucaipa

COST CONTROL/ BUDGET METHODOLOGY

SA Associates' staff performs at a level of proficiency that minimizes redundant or unnecessary activity. Meeting deadlines and attention to detail are primary objectives. Cost control is exercised with the same importance dedicated to technical problem solving.



City of Stanton
Proposal for On-Call Construction Management and Inspection Services
June 22, 2020
Page 4

Staff engineers apply value analysis/investigation techniques in a systematic approach to obtain optimal value for any marginal cost increase. The result of this approach is to lower total and life cycle costs without sacrificing quality, performance, or reliability.

Project costs are reviewed on a weekly basis by the Project Manager. These costs are reviewed against the budget and schedule. The effort required to complete the project is estimated. In this way, if the budget is close to being exceeded, steps can be taken to remedy the situation.

Based on our past experience on providing Construction Management and Inspection Services to public agencies, we have developed procedures and techniques that have been effective in providing cost savings and other benefits to our clients. Some of these are summarized below:

1. Conduct weekly coordination meetings between the construction manager, contractor, design engineer, and owner. This helps in preempting any potential problems later and also encourages communication between the parties.
2. Ensure that the contractor conducts potholing ahead of his work so as to avoid any potential utility conflicts.
3. Ensure that all pertinent permits have been obtained prior to starting construction.
4. Maintain communication with the agency operations and maintenance staff to obtain their input on any change in plans so as to minimize negative impacts on their operations.
5. Include a Quality Control/Quality Assurance Control team in the Project Team so as to provide an outside objective analysis of the project.
6. We have developed several tracking forms to help the Construction Manager track and maintain control of documentation, shop drawings, change orders, correspondence, etc.
7. Document in writing all changes and potential changes so as to avoid any misunderstandings and claims later.
8. Sometimes, we have conducted Community Meetings prior to start of construction to inform the community about the project and what to expect in terms of noise, dust, traffic, etc. This also provides an opportunity for the residents and businesses to meet the contractor, construction manager, and inspector and for the local City Councilperson to meet with the constituents.
9. Maintain a good and effective public relations process throughout construction. The intent is to minimize complaints.
10. Prior to start of construction, take photos and video of the existing conditions of the project so as to provide a record.

KEY PERSONNEL

We propose Mr. Craig Jents to be the construction inspector for your projects. Mr. Jents retired from the City of Anaheim after 35 years as a Senior Construction Inspector. He worked as Senior Construction Inspector performing various street improvement projects including raised medians, landscaped medians, street resurfacing, sewer/water projects, street widening, and traffic signal modifications. An abbreviated project experience list includes: City of Fontana – As needed Inspection Services; City of Glendora – Inspection Services for Lone Hill Street; County of Los Angeles Department of Public Works – On- Call Inspection Services for a range of projects such as sidewalk, curb & gutter and access ramps; City of Brea \$3.5M Street Improvement; City of Garden Grove – Inspection for Brookhurst Triangle Sewer Project and City of Glendale – \$4.25M Street Improvement Project. Mr. Jents is currently providing inspection for a street project in the city of San Marino. He will be available towards the middle of August.



City of Stanton
Proposal for On-Call Construction Management and Inspection Services
June 22, 2020
Page 5

We are also proposing Mr. Shahnawaz Ahmad, P.E. as Project Manager. Mr. Ahmad has 40 years of experience in design and construction management.

Detailed resumes for these individuals are available upon request.

REFERENCES

City of Fontana

8352 Sierra Avenue
Fontana, CA 92335

Rick Aspril, Public Works Inspection Supervisor
Tel: 909.350.6632 / E-Mail: raspril@fontana.org

Project: Provided As-Needed Construction Inspection Services for the City. Projects included Traffic Improvement at Randall Ave. & Juniper Ave., Fontana Ave. & Arrow Blvd., and Juniper Ave. & Ceres Ave. Another project was inspection of permits

City of Glendora

116 E. Foothill Boulevard
Glendora, CA 91741

Maliha Ansari, Principal Engineer
Tel: 626.914.8294 / E-Mail: mansari@ci.glendora.ca.us

Project: Construction Inspection Services for street improvements on Lone Hill Street Avenue from Gladstone Street, north to the San Dimas Wash, just south of the 210 Freeway.

City of San Marino

2200 Huntington Drive
San Marino, CA 91108

Michael Throne, Public Works Director
Tel: 626-300-0765 / E-Mail: mthrone@cityofsanmarino.org

Project: Construction Inspection Services for the 2019 Street Rehabilitation Program

FEE SCHEDULE

Our Fee Schedule is enclosed in a separate sealed envelope.

Thank you for the opportunity to submit our proposal. Should you have any questions or require any further information, please contact the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Shahnawaz Ahmad'.

Shahnawaz Ahmad, P.E.,
President
626.821.3456
sahmad@saassociates.net



City of Stanton
 Fee Schedule for On-Call Construction Management and Inspection Services
 Page 2

HOURLY CHARGE RATES AND EXPENSE REIMBURSEMENT SCHEDULE

Position	Hourly Rates
Project Manager	\$210.00
Engineer	\$150.00
Construction Inspector	\$115.00
Secretary	\$ 82.00

Reimbursable In-House Costs

Photo Copies	\$0.15/each
Blueprints	\$ 0.50/S.F
Vehicle mileage, between engineer's office and project site and/or client offices, will be billed at	\$ 0.62/mile

Other Reimbursables

Reproduction, special photograph, printing, and any other services performed by subcontractor will be billed at	cost + 15%
Postage Delivery Service, Express Mail	cost + 15%

NOTE: All rates listed above are effective to December 31, 2020

PROJECTED COST

Key Personnel	Task	Estimated Hours	Fee
Craig Jents	Construction Inspection	728	\$83,720
Shahnawaz Ahmad	Project Management	8	\$1,680
Direct Costs			\$3,600
TOTAL FEE			\$89,000

Fee Assumptions:

1. The estimated fee is based on a construction schedule of 90 working days.
2. No overtime, nighttime, or weekend/holiday work has been included in the fee.



CITY OF STANTON

**CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR
PUBLIC WORKS STREET PROJECT**

FEE SCHEDULE

COSTS FOR PREVIOUSLY COMPLETED PROJECTS

Construction Agency	Project	Construction Cost
City of Glendora	Lone Hill Street Improvement	\$800,000
City of Manhattan Beach	Liberty Village Pavement Rehabilitation Improvement Project	\$1,500,000
City of Manhattan Beach	Marine Avenue Improvement Project	\$2,522,000
City of San Marino	2019 Street Rehabilitation Program	\$1,295,000

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

1. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$2,000,000 per occurrence.
2. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.
3. **Workers Compensation** on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.
4. **Professional Liability or Errors and Omissions Insurance** as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any

insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this Agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

DATE: AUGUST 25, 2020

SUBJECT: RESOLUTION 2020-41 OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 2019-173 FOR THE PROPERTY LOCATED AT 7162 KERMORE LANE

REPORT IN BRIEF:

The final parcel map for the development located at 7162 Kermore Lane has been completed and reviewed by all required departments and agencies. This final parcel map is in compliance with the City's General Plan and zoning land use designations.

RECOMMENDED ACTION:

1. City Council find that the adoption of the resolution is categorically exempt under Section 15332, Class 32 (In-Fill Development Projects); and
2. Adopt Resolution No. 2020-41 (Attachment) approving Final Parcel Map No. 2019-173; and
3. Find that the recordation of Final Parcel Map No. 2019-173 will not be in violation of any of the provisions of Section 66474, 66474.1, and 66474.2 of the Subdivision Map Act; and
4. Find that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan required by Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of the Government Code, and any specific plan adopted pursuant to Article 8 (commencing with Section 65450) of Chapter 3 of Division 1 of the Government Code.

BACKGROUND:

On November 6, 2019, the Planning Commission of the City of Stanton conditionally approved Tentative Parcel Map 2019-173, located at 7162 Kermore Lane. The Applicant, Kermore Development, LLC is proposing to construct four single family detached condominium units on a 0.51 acre parcel located at 7162 Kermore Lane. The final parcel map has been reviewed, and found to be in compliance with the City's

general plan and zoning land use designations.

ANALYSIS/JUSTIFICATION:

Recording of the final parcel map is required per Section 66426 of the Subdivision Map Act. The City Engineer has reviewed the Final Parcel Map No. 2019-173 and all associated documentation, and is satisfied that the final parcel map substantially complies with the City's general plan and zoning land use designations.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA this project has been determined to be categorically exempt under Section 15332, Class 32 (In-Fill Development Projects).

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

2 - Provide a Strong Local Economy

Reviewed by
s/ Allan Rigg

Allan Rigg, P.E. AICP
Director of Public Works

Approved by:
s/ Jarad Hildenbrand

Jarad Hildenbrand
City Manager

Attachment:

Resolution No. 2020-41

Attachment: A

RESOLUTION NO. 2020-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 2019-173 FOR THE PROPERTY LOCATED AT 7162 KERMORE LANE

WHEREAS, on November 6, 2018 the Planning Commission of the City of Stanton conditionally approved Tentative Parcel Map 2019-173, located at 7162 Kermore Lane; and

WHEREAS, all necessary documentation associated with this subdivision have been reviewed by the City Engineer; and

WHEREAS, the final parcel map is substantially in compliance with the previously approved Tentative Parcel Map 2019-173; and

WHEREAS, the City Council has made the finding that none of the conditions for mandatory denial exist relative to the proposed subdivision, in accordance with Section 66474, 66474.1 and 66474.2 of the Subdivision Map Act; and

WHEREAS, the City Council finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan required by Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of the Government Code, or any specific plan adopted pursuant to Article 8 (commencing with Section) 65450) of Chapter 3 of Division 1 of the Government Code; and

WHEREAS, the City Council finds that final Parcel Map No. 2019-173 satisfies the provisions of the Subdivision Map Act, Stanton Municipal Code and the Conditions of Approval,

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Stanton, California, hereby approves final Parcel Map No. 2019-173.

ADOPTED, SIGNED AND APPROVED this 25th day of August 2020.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

MAL RICHARDSON, CITY ATTORNEY

ATTEST:

I, Patricia Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2020-41 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on August 25, 2020, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA VAZQUEZ, CITY CLERK

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: August 25, 2020

SUBJECT: STANTON SHERIFF STATION LEASE AGREEMENT

REPORT IN BRIEF:

The City provides a police station for the Orange County Sheriff located at 11100 Cedar Street. The purpose of the lease agreement is to define responsibilities at the station.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve the Stanton Sheriff Station Lease Agreement and authorize the Mayor to execute the agreement.

BACKGROUND:

The Orange County Sheriff's Department has been providing law enforcement services to the City of Stanton since 1988. Since that time there has been a lease agreement between the City and the County for police operations located at 11100 Cedar Street. The prior agreement expired on August 17, 2020 and this new agreement takes into consideration the recently remodeled police facility. The agreement is for a 5-year term with a termination clause of 60 days after the first year of the lease.

FISCAL IMPACT:

All maintenance costs for the police facility are included in the adopted budget.

ENVIRONMENTAL IMPACT:

This item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment).

LEGAL REVIEW:

The City Attorney has reviewed and approved the report as to form.

PUBLIC NOTIFICATION:

Through the regular agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Objective 5: Provide a High Quality of Life.

Objective 6: Maintain and Promote a Responsive, High Quality and Transparent Government.

Prepared by:

Approved by:

s/ James J. Wren

s/ Jarad L. Hildenbrand

James J. Wren
Public Safety Services Director

Jarad L. Hildenbrand
City Manager

Attachment:

A. Stanton Sheriff Station Lease Agreement



License Number: GA 1227-50-3
 Agency: OC Sheriff
 Address: Stanton Sheriff Station
 1110 Cedar Street, Stanton`



LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**License**”) is made and entered into _____, 2020 (“**Effective Date**”), by and between The City of Stanton, a General Law Municipality (hereinafter referred to as “**Licensor**”) and the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as “**County**”), without regard to number and gender. County and Licensor may sometimes hereinafter be referred to individually as “**Party**” or jointly as “**Parties**.”

RECITALS

- A. The City of Stanton and County have entered into various Leases since January 26, 1988, including that certain Lease dated August 17, 2010 (“**2010 Lease**”), for that certain real property described in the attached Exhibit A and depicted in the attached Exhibit B, known as the Stanton Sheriff Station (“**Station**”) whereby the County provides Law Enforcement Services to the City of Stanton.
- B. County and Licensor desire to enter into this new License for OC Sheriff’s continued use of the Station, as more fully set forth herein.

1. DEFINITIONS (SALic-1.0 S)

The following words in this License shall have the significance attached to them in this Clause 1 (DEFINITIONS), unless otherwise apparent from context:

“**Board of Supervisors**” means the Board of Supervisors of the County of Orange, a political subdivision of the State of California.

“**Building**” means the building commonly known as 11100 Cedar Street, Stanton, CA 90680, constituting the License Area.

“**CEO/Office of Risk Management**” means the Risk Manager, County Executive Office, Risk Management, for the County of Orange, or designee, or upon written notice to Licensor, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

“**Chief Real Estate Officer**” means the Chief Real Estate Officer, County Executive Office, Real Estate Section, County of Orange, or upon written notice to Licensor, such other person as shall be designated by the County Executive Officer.

“**County Executive Officer**” means the County Executive Officer, County Executive Office, County of Orange, or designee, or upon written notice to Licensor, such other person or entity as shall be designated by the Board of Supervisors.

“**Sheriff**” means the Sheriff of the County of Orange, or designee, or upon written notice to Licensor, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

2. LICENSE AREA (SALic-1.1 S)

Licensor grants to County the right to access and have exclusive-use of approximately 7,936 square feet in

the building located at 11100 Cedar Street, Stanton, CA 90680, hereinafter referred to as “**License Area**,” described on Exhibit A and shown on Exhibit B, which exhibits are attached hereto and by reference made a part hereof.

3. USE (SALic-1.2 S)

County shall use the License Area for Sheriff Station and Law Enforcement purposes or any other lawful purpose. County shall not use the License Area or any portion thereof for any illegal or unlawful purpose and will not cause or permit a nuisance to be created or maintained therein.

4. PARKING (SALic-1.3 S)

Licensors shall provide a total of thirty-five (35) parking spaces for County’s free use as follows: twenty-three (23) parking spaces for County's exclusive-use in the designated parking area shown as “Parking Area A” on Exhibit B; five (5) parking spaces including one (1) ADA parking space for County's in-common use in the designated parking area shown as “Parking Area B” on Exhibit B; and six (6) parking spaces for County's in-common use in the designated parking area shown as “Parking Area C” on Exhibit B. In addition, Licensors shall provide County free and in-common use of the parking spaces located in Licensors's parking structure located across Cedar Street and designated as “Parking Area D” on Exhibit B.

In addition to said parking spaces, Licensors shall also provide parking for disabled persons (“**ADA Spaces**”) in accordance with the Americans with Disabilities Act, Section 7102 of the California Uniform Building Code and the applicable codes and/or ordinances relating to parking for disabled persons as established by the local jurisdiction in which the License Area is located where the provisions of such local codes and/or ordinances exceed or supersede the State requirements.

5. TERMINATION OF PRIOR AGREEMENTS (SALic-1.4 S)

It is mutually agreed that this License shall terminate and supersede any prior agreements between the Parties hereto covering all or any portion of the License Area, including that certain lease dated August 17, 2010, EXCEPT for those terms relating to continuing obligations for events during the terms of that prior agreement between the Parties hereto, including but not limited to indemnification, and that all personal property and/or equipment (e.g., fixtures, partitions, counters, shelving) attached to and/or placed upon any portion of the License Area by County pursuant to the terms of any prior agreement between the Parties hereto shall remain the personal property of County, who shall have the right to remove same.

6. TERM (SALic-1.5 S)

This License shall be five (5) years (“**Term**”), commencing the first day of the first full calendar month following the date of full execution of this License (“**Commencement Date**”), or as otherwise terminated in accordance with Clause 7 (TERMINATION) of this License.

The Parties agree that the Commencement Date of this License will be confirmed in writing by either Party upon demand by the other.

7. TERMINATION (SALic-1.6 N)

This License shall be revocable by either Party at any time; however, as a courtesy, the County shall give the Licensors written notice at least sixty (60) days prior to said termination date, and Licensors shall give County at least one hundred eight (180) days written notice prior to the termination date.

8. LICENSE FEE (SALic-1.7 N)

The Parties agree that in consideration for the public benefit provided by the Sheriff at this location, there shall be no license fee for the Term of this License.

9. UTILITIES, REPAIRS, MAINTENANCE, AND JANITORIAL (SALic-1.8 N)

A. County Services. County shall provide, at its own cost and expense, all janitorial supplies and services to the License Area, including, without limitation, supplying restroom expendables, replacing of light bulbs and fluorescent tubes.

B. Licensors Services. Licensors shall provide, at its sole cost and expense (except as otherwise provided in this License) any and all necessary repair, maintenance and replacement for the License Area and Building (and systems therein) in good order, condition and repair and in compliance with all applicable laws, including, but not limited to, the replacement, repair and maintenance of the structural portions of the Building, the roof of the Building, the parking facilities and all Building systems including the Heating, Ventilation, Air Conditioning (“HVAC”) system, the plumbing, electrical and mechanical systems, fire/life safety system, elevators, roof, paving, fire extinguishers, pest control, and whether capital or non-capital (the “Services”). Upon request, Licensors shall provide County with a complete copy of any contracts for Services of an ongoing nature. Any repairs or replacements performed by Licensors must be at least equal in quality and workmanship to the original work and be in accordance with all applicable laws and local permit regulations. The Services shall be made promptly to keep the License Area and the Building in the condition described in this Clause 9. Should Licensors default in its obligations under this clause, the County may exercise those remedies set forth in Clause 9(C) below.

C. County Remedies. If Licensors fails to provide satisfactory repairs and/or maintenance and/or replacements (including fire extinguishers) to the License Area, County may request that Licensors perform repairs, maintenance and replacements to License Area by submitting such requests via email (or by personal delivery) to the City’s Director of Public Works whose email address is: publicworks@ci.stanton.ca.us and to the City Manager whose email address is: jhildenbrand@ci.stanton.ca.us. If Licensors does not instigate measures to provide satisfactory service and/or to remedy the unsatisfactory conditions within thirty (30) days after County has provided such notice via email-to Licensors, or has personally delivered such notice to Licensors, County may provide the repairs, maintenance or replacements as necessary to remedy the unsatisfactory conditions and assure satisfactory service(s) or have others do so, and County shall submit an invoice to Licensors for the cost thereof including County’s overhead. Licensors shall pay said invoice within thirty (30) days after receipt. The thirty (30) days prior written notice prescribed by this section may be extended by mutual written agreement of both Parties.

Should County be forced to shut down its operations within the License Area due to Licensors's failure to provide repairs and/or services required by this clause, Licensors shall be responsible for the cost to the County of such a shutdown, as well as the cost of replacement premises.

D. Warranties. Licensors shall initiate at purchase, and keep in force, all manufacturers’ warranties including extended warranties for all building equipment if warranties apply, limited to HVAC, and roof. When manufacturers’ warranties for the HVAC, roof and elevator expire, Licensors will contract with an industry standard maintenance company (“Vendor”) that specializes in the maintenance of such equipment (and for the roof) for regular and scheduled inspections as recommended by the manufacturer, and immediately authorize said Vendor to perform any and all recommended maintenance to the equipment and roof upon receipt of any inspection report. Licensors shall authorize Vendor(s) to provide County with copies of said report(s) upon County request. Should Licensors fail to comply with the provisions of this clause, County may exercise those remedies set forth in Clause 9(C) above.

In order for the County to comply with the California Code of Regulations, Title 8, Section 5142 (“Regulation 5142”), and as it may be subsequently amended, Licensor shall regularly inspect and maintain the HVAC system as required by Regulation 5142 and provide repair and maintenance accordingly. Inspections and maintenance of the HVAC system shall be documented in writing and Licensor shall retain such records for at least five (5) years. Licensor shall make all HVAC records required by this section available to County for examination and copying, within forty-eight (48) hours of a written request. Licensor acknowledges that County may be subject to fines and/or penalties for failure to provide said records to regulatory agencies within the given timeframes. Should County incur fines and/or penalties as a direct result of Licensor’s failure to provide said records to County in a timely manner and as set forth herein, Licensor shall reimburse County for said fines and/or penalties within thirty (30) days upon written notice.

E. HVAC System. Air conditioning will be supplied to cause the temperature in the License Area and Building at a temperature consistent with other office buildings in Orange County, California, which are typically not less than 70° F nor greater than 75° F.

F. Emergency Services. If County requires same day emergency repairs and/or services (“**Emergency Services**”) and Licensor cannot be contacted for such Emergency Services (as determined by the County), or the Emergency Services are necessary to remedy the emergency condition or to prevent imminent danger to persons or property, or if Licensor following such contact by County is unable or refuses to provide the necessary Emergency Services, County may, at its option, have the necessary repairs made and/or provide Emergency Services to remedy the emergency condition, and County shall submit an invoice to Licensor for the cost thereof, including County’s overhead. Licensor shall pay said invoice within thirty (30) days after receipt.

G. Operations Shutdown. Should County be forced to completely shut down its operations within the License Area and/or Building due to Licensor’s failure to provide Services or Emergency Services required by this Clause 19 for a period of twenty four (24) consecutive hours, Licensor shall be responsible for the actual cost to County of such shutdown and for replacement premises as necessary due to such shutdown. Should County incur costs as a result of a shut down due to Licensor’s failure to provide said Services and as set forth herein, Licensor shall reimburse County for said costs within thirty (30) days of written notice which shall include written documentation of said costs.

10. ALTERATIONS (SALic-1.9 S)

County may make improvements and changes in the License Area, including, but not limited to, the installation of fixtures, partitions, counters, shelving, and equipment as deemed necessary or appropriate by the County in its discretion. It is agreed that any such fixtures, partitions, counters, shelving, or equipment attached to or placed upon the License Area by County shall be considered as personal property of County, who shall have the right, but not the obligation, to remove same. County agrees that the License Area shall be left in as good condition as when received, reasonable wear and tear excepted.

11. OWNERSHIP OF IMPROVEMENTS (SALic-2.0 S)

All improvements, including trade fixtures, constructed or placed within the License Area by County (“**County Improvements**”) must, upon completion, be free and clear of all liens, claims, or liability for labor or material, and at County’s option shall be the property of County at the termination of this License.

12. OPERATIONAL REQUIREMENTS OF COUNTY (SALic-2.1 S) – *Intentionally Omitted*

13. INSURANCE (SALic-2.2 S)

Commercial Property Insurance: Licensors shall obtain and keep in force during the Term of this License

a policy or policies of commercial property insurance written on ISO form CP 00 10 10 12, or a substitute form providing coverage at least as broad, with all risk or special form coverage, covering the loss or damage to the License Area to the full insurable value of the improvements located on the License Area (including the full value of all improvements and fixtures owned by Licensors) at least in the amount of the full replacement cost thereof, and in no event less than the total amount required by any lender holding a security interest.

Licensors agree to and shall include in the policy or policies of commercial property insurance a standard waiver of the right of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees by the insurance company issuing said policy or policies. Licensors shall provide the County of Orange with a Certificate of Insurance as evidence of compliance with these requirements.

Commercial General Liability Insurance: Licensors shall obtain and keep in force during the Term of this License a policy or policies of commercial general liability insurance covering all injuries occurring within the building and the License Area. The policy or policies evidencing such insurance shall provide the following:

- A. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange, its elected and appointed officials, officers, agents and employees* as an additional insured, or provide blanket coverage which will state, ***AS REQUIRED BY WRITTEN AGREEMENT***;
- B. A primary and non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Licensors' insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing;
- C. Licensors shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the License, upon which the County may suspend or terminate this License.
- D. Shall provide a limit of One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollars (\$2,000,000) aggregate; and
- E. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings. Prior to the Commencement Date of this License and upon renewal of such policies, Licensors shall submit to County a Certificate of Insurance and required endorsements as evidence that the foregoing policy or policies are in effect.

If Licensors fail to procure and maintain the insurance required to be procured by Licensors under this License, County may, but shall not be required to, order such insurance and deduct the cost thereof plus any County administrative charges from the rent thereafter payable.

14. INDEMNIFICATION (SALic-2.3 S)

Licensors hereby agree to indemnify, hold harmless, and defend County, its elected and appointed officials, officers, agents, employees, and those special districts and agencies which the Board of Supervisors acts as

the governing board, with counsel approved by County, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the ownership, maintenance, or use of the License Area, except for liability

arising out of the negligence of County, its elected and appointed officials, officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom.

County hereby agrees to indemnify, hold harmless, and defend Licensor, its elected and appointed officials, officers, agents, and employees, with counsel approved by Licensor, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the use of the License Area, except for liability arising out of the negligence of Licensor, its elected and appointed officials, its officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom.

In the event County is named as co-defendant, Licensor shall notify County of such fact and shall represent County, with counsel approved by County, in such legal action unless County undertakes to represent itself as co-defendant in such legal action, in which event Licensor shall pay County's litigation costs, expenses and attorneys' fees. In the event judgment is entered against County and Licensor because of the concurrent negligence of County and Licensor, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment.

15. ASSIGNMENT AND SUBAGREEMENTS (SALic-2.4 S)

County has the right to assign or sublicense, with City approval.

16. LABOR CODE COMPLIANCE (SALic-2.5 S)

Licensor acknowledges and agrees that all improvements or modifications required to be performed as a condition precedent to the Commencement Date of the term of this License or any such future improvements or modifications performed by Licensor shall be governed by, and performed in accordance with, the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (Sections 1770, et seq.), as applicable. These provisions may be applicable to improvements or modifications costing more than \$1,000, unless an exception applies, including but not limited to the exception to the definition of public works under § 1720.2.

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, Licensor shall comply with the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality applicable to this License for each craft, classification, or type of workman needed to execute the aforesaid improvements or modifications. The rates are available at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm> from the Director of the State Department of Industrial Relations. Licensor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates at all times for all improvements or modifications to be completed for County within the License Area. Licensor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

As required by applicable law, Licensor shall maintain certified payroll records for all workers that will be assigned to the improvements or modifications. Said payroll records shall contain, but not be limited to, the complete name, address, telephone number, social security number, job classification, and prevailing wage rate for each worker. Upon request, Licensor shall provide the County updated certified payroll records for all workers that shall include, but not be limited to, the weekly hours worked, prevailing hourly wage rates, and total wages paid.

If Licensor neglects, fails, or refuses to provide said payroll records to the County, upon request, such occurrence shall constitute an event of default of this License and County may, notwithstanding any other termination provisions contained herein terminate this License upon written notice to Licensor.

17. RIGHT TO WORK AND MINIMUM WAGE LAWS (SALic-2.6 S)

In accordance with the United States Immigration Reform and Control Act of 1986, Licensor shall require its employees that directly or indirectly service the License Area or terms and conditions of this License, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. Licensor shall also require and verify that its contractors or any other persons servicing the License Area or terms and conditions of this License, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, Section 1178.5, County shall pay no less than the greater of the Federal or California Minimum Wage to all its employees that directly or indirectly service the License Area, in any manner whatsoever. Licensor shall require and verify that all its contractors or other persons servicing the License Area on behalf of the County also pay their employees no less than the greater of the Federal or California Minimum Wage.

Licensor shall comply and verify that its contractors comply with all other Federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to the servicing of the License Area or terms and conditions of this License.

Notwithstanding the minimum wage requirements provided for in this Clause 17 Licensor, where applicable, shall comply with the prevailing wage and related requirements pursuant to the provisions of Section 1773 of the Labor Code of the State of California.

18. SIGNS (SALic-2.7 S)

Licensor agrees to allow County to install and maintain any sign or display upon or in front of the License Area and/or Building. Such signage shall comply with all applicable laws and zoning and site plan requirements.

19. AUTHORITY (4.0 SALic-2.8 S)

The persons executing the License below on behalf of County or Licensor warrant that they have the power and authority to bind County or Licensor to this License.

20. LICENSE ORGANIZATION (SALic-2.9 S)

The various headings and numbers herein, the grouping of provisions of this License into separate clauses and paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be considered otherwise.

21. AMENDMENTS (SALic-3.0 S)

This License is the sole and only agreement between the Parties regarding the subject matter hereof; other agreements, either oral or written, are void. Any changes to this License shall be in writing and shall be properly executed by both Parties.

22. PARTIAL INVALIDITY (SALic-3.1 S)

If any term, covenant, condition, or provision of this License is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

23. WAIVER OF RIGHTS (SALic-3.2 S)

The failure of Licensors or County to insist upon strict performance of any of the terms, conditions, and covenants in this License shall not be deemed a waiver of any right or remedy that Licensors or County may have, and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions, and covenants herein contained.

24. GOVERNING LAW AND VENUE (SALic-3.3 S)

This License has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this License, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394.

25. ATTORNEYS' FEES (SALic-3.4 S)

In the event of a dispute between Licensors and County concerning claims arising out of this License, or in any action or proceeding brought to enforce or interpret any provision of this License or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorneys' fees and costs.

26. TIME OF ESSENCE (SALic-3.5 S)

Time is of the essence of this License. Failure to comply with any time requirements of this License shall constitute a material breach of this License.

27. INSPECTION OF LICENSE AREA BY A CERTIFIED ACCESS SPECIALIST (SALic-3.6 S)

A Certified Access Specialist ("CASp") can inspect the License Area and determine whether the License Area complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the License Area, the commercial property owner or licensor may not prohibit the licensee or tenant from obtaining a CASp inspection of the License Area for the occupancy or potential occupancy of the licensee or tenant, if requested by the licensee or tenant. The Parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the License Area.

Pursuant to California Civil Code 1938, Licensors hereby represents that the License Area has not undergone an inspection by a certified access specialist and no representations are made with respect to compliance with accessibility standards. If it is determined during this tenancy that a violation of handicapped access laws (including the Americans with Disabilities Act) exists at the License Area, Licensors shall correct such non-compliance at Licensors' cost.

28. CONDITION OF LICENSE AREA UPON TERMINATION (SALic-3.7 S)

Except as otherwise agreed to herein, upon termination of this License, County shall redeliver possession of

said License Area to Licensor in substantially the same condition that existed immediately prior to County's entry thereon, reasonable wear and tear, flood, earthquakes, war, and any act of war excepted.

29. DISPOSITION OF ABANDONED PERSONAL PROPERTY (SALic-3.8 S)

County shall have the right to remove and to dispose of such personal property within a reasonable time upon termination of this License (whether by the terms of this License, abandonment, or matter of law) without liability therefor to County or to any person claiming under County. If the County should fail to remove such personal property within a reasonable time, then, at Licensor's option, the personal property may be deemed transferred to the Licensor.

30. RELATIONSHIP OF PARTIES (SALic-3.9 S)

The relationship of the Parties hereto is that of Licensor and County, and it is expressly understood and agreed that Licensor does not in any way or for any purpose become a partner of or a joint venture with County in the conduct of County's business or otherwise.

34. HOLD OVER (5.0 SA)

In the event County shall continue in possession of the License Area after the Term of this License, such possession shall not be considered a renewal of this License, but a tenancy from month to month and shall be governed by the conditions and covenants contained in this License.

35. NOTICES (SALic-4.0 S)

All written notices pursuant to this License shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be deemed delivered upon personal delivery, delivery by facsimile machine, electronic mail, or seventy-two (72) hours after deposit in the United States Mail.

To: County

County of Orange
Sheriff-Coroner
320 N. Flower Street
Santa Ana, CA 92703
Attn: Jonathan Bordeaux,
Real Estate Manager
714-834-2065
jbordeaux@ocsd.org

To: Licensor

City of Stanton
City Manager
7800 Katella Avenue
Stanton, CA 90680
Attn: Jarad Hildenbrand
Phone: 714-890-4277
Email: jhildenbrand@ci.stanton.ca.us

With copy to:

County of Orange
County Executive Office
333 West Santa Ana Blvd., 3rd Floor
Santa Ana, CA 92701-4084
Attn: Chief Real Estate Officer

36. PAINTING BY LICENSOR (2.3 SA)

Within two (2) years of the Commencement Date of this License, upon receipt of written request from County, Licensor shall repaint, at Licensor's sole expense, all painted surfaces within the License Area. Said

painting shall be accomplished during hours other than County's normal working hours. Licensor shall be responsible for the movement and subsequent replacement of all furniture, window coverings, and fixtures necessary to

repaint the License Area. Licensor shall provide County with boxes, so County may pack personal property and belongings during the painting of the License Area. Licensor shall ensure that the painting is completed consistent with industry standards, including, but not limited to, patching and sanding all blemishes, cracks, holes, etc. prior to painting. Additionally, said paint shall be of a kind and quality of Dunn-Edwards® semi-gloss paint or acceptable equivalent approved by the Sheriff.

At County's sole option, County may elect to defer said repainting. Said deferral shall not release Licensor from the obligation to repaint. Should County elect to defer said repainting, the Sheriff's Real Estate Manager shall notify Licensor in writing of County's decision to defer said repainting prior to the scheduled repainting date. This notice shall include the date that the County wishes the repainting to take place. Failure of County to notice Licensor of such deferral is not a waiver of Licensor's obligation to repaint License Area under this clause.

Should Licensor fail to comply with the provisions of this clause, County shall have the option to complete said repainting and submit an invoice to Licensor for the cost thereof including County overhead. Licensor shall pay said invoice within thirty (30) days after receipt.

37. FLOORING BY LICENSOR (2.4 SA)

Within two (2) years of the Commencement Date of this License, Licensor shall provide new flooring, at Licensor's sole expense, all carpeted surfaces within the License Area. Said flooring be accomplished during hours other than County's normal working hours. Licensor shall be responsible for the movement and subsequent replacement of all furniture and fixtures necessary to re-carpet the License Area. Licensor shall provide County with boxes, so County may pack personal property and belongings during the re-carpeting of the License Area. County shall, at its own cost and expense, be responsible for the movement and subsequent replacement of all computer equipment, electronic equipment, any other communication equipment, and all otherwise sensitive equipment identified by the Sheriff's Chief of Police at Stanton.

At County's sole option, County may elect to defer said re-floorings aid deferral shall not release Licensor from the obligation to provide new flooring. Should County elect to defer said re-carpeting, the Sheriff's Real Estate Manager, shall notify Licensor in writing of County's decision to defer said re-carpeting prior to the scheduled re-carpeting date. This notice shall include the date that the County wishes the re-carpeting to take place. Failure of County to notice Licensor of such deferral is not a waiver of Licensor's obligation to repaint License Area under this clause.

Should Licensor fail to comply with the provisions of this clause, County shall have the option to complete said repainting and submit an invoice to Licensor for the cost thereof including County overhead. Licensor shall pay said invoice within thirty (30) days after receipt.

38. ORANGE COUNTY TELECOMMUNICATIONS NETWORK (2.7 SA)

Licensor agrees that County may install, at County's sole cost and expense, telecommunication devices in, on, or around the License Area and Building in accordance with the relevant and applicable County telecommunications network plans and specifications, provided that the provisions of Clause 10 (ALTERATIONS), shall be applicable to such work. It shall be County's responsibility to obtain all governmental permits and/or approvals required for such installation; however, Licensor shall reasonably cooperate with County as necessary or appropriate, to obtain said permits and/or approvals. Additionally, County or County's subcontractor has the right to enter the License Area and/or Building to maintain, repair or replace the County telecommunications network consistent with said contract between County and

service provider. County may, in its discretion, remove any cabling, conveyance systems or cabling conduit installed by County. When the License is terminated, County reserves all rights to remove, in its discretion, any such telecommunication improvements from the License Area and/or Building.

39. ATTACHMENTS TO LICENSE (SALic-4.1 S)

This License includes the following, which are attached hereto and made a part hereof:

I. EXHIBITS

Exhibit A – License Area Description

Exhibit B – Location Map

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IN WITNESS WHEREOF, the Parties have executed this License the day and year first above written.

**APPROVED AS TO FORM:
OFFICE OF COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA**

By: _____
Deputy

RECOMMENDED FOR APPROVAL:

OC SHERIFF-CORONER

By: _____
Sheriff

By: _____
Real Estate Manager

LICENSOR

City of Stanton, a California General Law
Municipality

By: David John Shawver
David J. Shawver, Mayor

CITY's ATTEST:

By: _____
TITLE

CITY'S APPROVED AS TO FORM

By: _____
TITLE

COUNTY

COUNTY OF ORANGE

By: _____
Thomas A. Miller, Chief Real Estate Officer
County Executive Office
Per GC 25350.51 and Resolution
No. 20-016 of the Board of Supervisors

Date: _____

EXHIBIT A

LICENSE AREA DESCRIPTION

PROJECT NO: GA 1227-50-3

DATE: 7-8-2020

PROJECT: STANTON SHERIFF STATION

VERIFIED BY: JWB

All the License Area shown on a Location Map & depicted on a Plot Plan marked Exhibit B, attached hereto and made a part hereof, being that certain single-story building with exclusive-use of approximately 7,936 square feet located at 11100 Cedar Street, in the City of Stanton, County of Orange, State of California, 90680, together with use of thirty-five (35) parking spaces as described in Clause 4 (PARKING), of this License, which includes free and in-common use of the parking structure shown on Exhibit B.

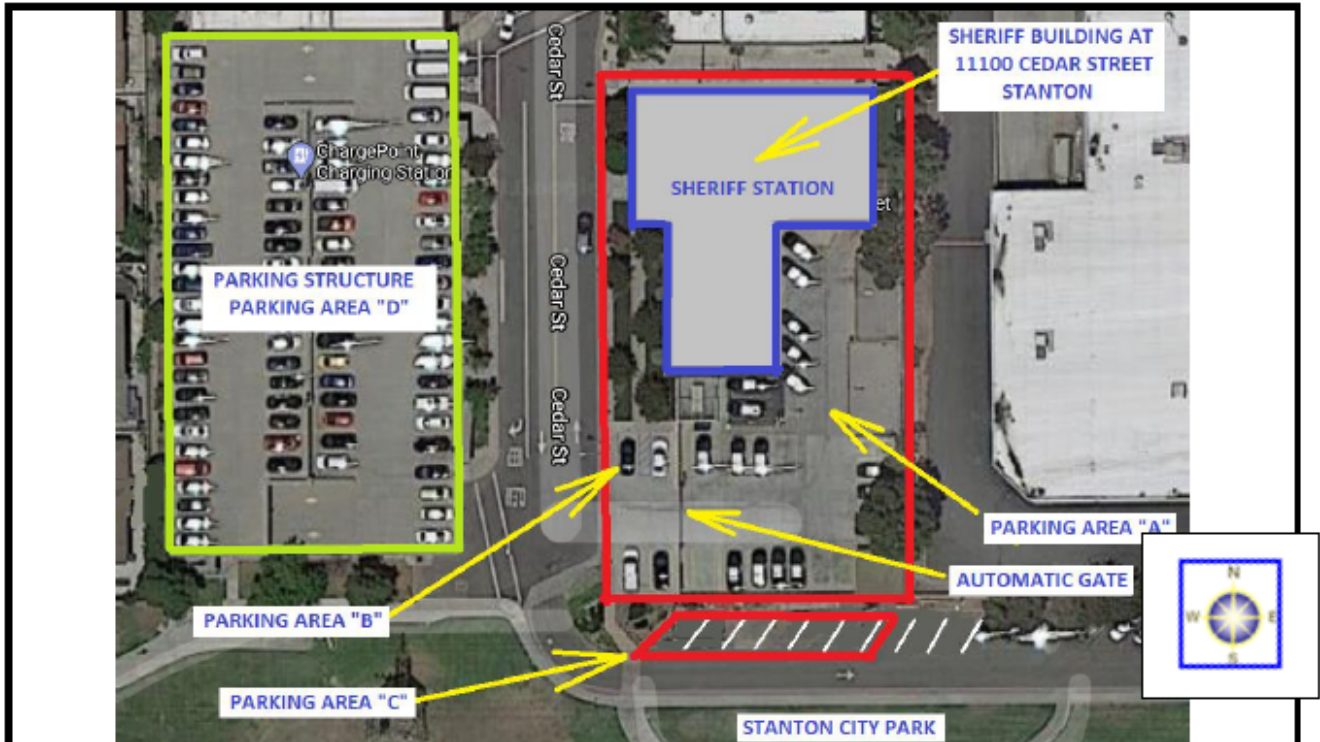
NOT TO BE RECORDED

EXHIBIT B

LOCATION MAP



PLOT PLAN



GA-1227-50-3
LEASE FROM CITY OF STANTON
 Sheriff's Exclusive-Use of 7,936 sf at
STANTON SHERIFF STATION
 11100 Cedar Street, Stanton, CA 90680
 with use of 35 Parking Spaces as depicted

Prepared By: JWB
 Date: 6-5-20
 Premises within a
 portion of APN:
 131-091-49

COUNTY OF ORANGE
SHERIFF-CORONER
EXHIBIT B

CITY OF STANTON

REPORT TO THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY

TO: Honorable Chair and Members of the Successor Agency

DATE: August 25, 2020

SUBJECT: JULY 2020 INVESTMENT REPORT (SUCCESSOR AGENCY)

REPORT IN BRIEF:

The Investment Report as of July 31, 2020, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTIONS:

1. Successor Agency find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of July 2020.

BACKGROUND:

The attached reports summarize the Successor Agency investments and deposit balances as of July 2020. The Agency's cash and investment balances by fund are presented in Attachment A. The Agency's investments and deposits are included as Attachment B.

ANALYSIS:

The Agency's share of the City's investment in the State Treasurer's Local Agency Investment Fund (LAIF) continues to be available on demand. The effective yield on LAIF for the month of July 2020 was 0.92%.

The Agency's investments are shown on Attachment B and have a weighted investment yield of 0.48%, which is below the benchmark LAIF return of 0.92%, as the portfolio is almost completely liquid and has significant funds held in custodial accounts accruing very little interest.

With a completely liquid portfolio, the weighted average maturity of the Agency's investments at July 31, 2020, is 1 day. LAIF's average maturity at July 31, 2020, is approximately 177 days.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's Fiscal Year 2020-21 Investment Policy.

The portfolio will allow the Agency to meet its expenditure requirements for the next six months.

ENVIRONMENTAL IMPACT:

None

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Approved by:

s/ Michelle Bannigan

s/ Jarad L. Hildenbrand

Michelle Bannigan, CPA
Finance Director

Jarad L. Hildenbrand
City Manager

Attachments:

- A. Cash and Investment Balances by Fund
- B. Investments and Deposits

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY
CASH AND INVESTMENTS REPORT
MONTH ENDED JULY 31 2020**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
<u>CASH-POOLED</u>					
712-111101	Redevelopment Obligation Retirement Fund	\$ 2,119,859.55	\$ 3,309.34	\$ -	\$ 2,123,168.89
731-111101	Administration Fund	6,329.51	-	(6,329.51)	-
	Total Cash-Pooled ⁽¹⁾	\$ 2,126,189.06	\$ 3,309.34	\$ (6,329.51)	\$ 2,123,168.89
<u>CASH-RESTRICTED (with Fiscal Agent)</u>					
712-111412	2010 Tax Allocation Bonds	\$ 1,147,339.89	\$ 3,856.16	\$ -	\$ 1,151,196.05
712-111423	2016 Tax Allocation Bonds, Series A and B	1,331,512.50	3.44	-	1,331,515.94
712-111425	2016 Tax Allocation Bonds, Series C and D	1,813,875.00	4.26	-	1,813,879.26
	Total Cash-Restricted (with Fiscal Agent)	\$ 4,292,727.39	\$ 3,863.86	\$ -	\$ 4,296,591.25
	TOTAL CASH AND INVESTMENTS	\$ 6,418,916.45	\$ 7,173.20	\$ (6,329.51)	\$ 6,419,760.14

Note:

⁽¹⁾ - Includes: Bank of the West checking account and City's Local Agency Investment Fund (LAIF)

SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY
INVESTMENTS AND DEPOSITS
July 31, 2020

Investment Type	Institution	Issuer/ Broker		Date of Maturity	Interest Rate		Cost	Market Value	MV Source
LAIF and BOW General Acct	State of California/ BOW	State of California		On Demand	0.92%	N/A	\$ 2,123,169	\$ 2,123,169	LAIF

Total Cash Investments and Deposits

1	0.48%
Weighted Average	Weighted Average
Maturity (days)	Yield

\$ 2,123,169	\$ 2,123,169
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Bond Funds Held by Trustees:

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity		Interest Rate	Par Value	Cost	Market Value	MV Source
2010 Tax Allocation Bonds (Tax-Exempt)										
Principal:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 17	\$ 17	\$ 17	US Bank
Interest:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	12,322	12,322	12,322	US Bank
Special Fund:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	1	1	1	US Bank
Reserve Account:										
Cash Equivalent	LAIF	US Bank	99LA009W8	On Demand		0.92%	1,138,856	1,138,856	1,140,799	US Bank

Total 2010 Tax Allocation Bonds (Tax-Exempt)

\$ 1,151,196 \$ 1,153,139

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity		Interest Rate	Par Value	Cost	Market Value	MV Source
2016 Series A and B										
Debt Service:										
Cash Equivalents	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 1,331,486	\$ 1,331,486	\$ 1,331,486	US Bank
Principal:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	27	27	27	US Bank
Interest:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	2	2	2	US Bank

Total 2016 Series A and B

\$ 1,331,515 \$ 1,331,515

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity		Interest Rate	Par Value	Cost	Market Value	MV Source
2016 Series C and D										
Debt Service:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 1,813,846	\$ 1,813,846	\$ 1,813,846	US Bank
Interest:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	1	1	1	US Bank
Principal:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	33	33	33	US Bank

Total 2016 Series C and D

\$ 1,813,880 \$ 1,813,880

Total Bond Fund Investments and Deposits (3)

\$4,296,591	\$4,298,534
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TOTAL - ALL CASH AND INVESTMENTS

\$6,419,760	\$6,421,703
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Notes:

- (1) - There have been no exceptions to the Investment Policy.
- (2) - The Successor Agency is able to meet its expenditure requirements for the next six months.
- (3) - Restricted Bond Funds are held by the fiscal agent.

CITY OF STANTON

REPORT TO THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY

TO: Honorable Chair and Members of the Successor Agency

DATE: August 25, 2020

**SUBJECT: APPROVING AND AMENDMENT TO THE LAST AND FINAL
RECOGNIZED OBLIGATIONS PAYMENT SCHEDULE (ROPS)
PURSUANT TO HEALTH & SAFETY CODE SECTION 34191.6**

REPORT IN BRIEF:

This report summarizes the obligations of the Successor Agency to amend the previously adopted Last and Final ROPS and approve the attached resolution approving the amendment (Attachment A).

RECOMMENDED ACTION:

1. Successor Agency declare that the project is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Adopt Resolution No. SA 2020-02 to approve an amendment to the Last and Final Recognized Obligation Payment Schedule entitled:

"A RESOLUTION OF THE BOARD OF THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY, APPROVING THE FIRST AMENDMENT TO THE LAST AND FINAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE ("ROPS") PURSUANT TO HEALTH AND SAFETY CODE SECTION 34191.6".

BACKGROUND:

Upon dissolution of the Stanton Redevelopment Agency on February 1, 2012 pursuant to the Dissolution Act, the City Council took action to have the City of Stanton act as Successor Agency to the Stanton Redevelopment Agency ("Successor Agency"). The Successor Agency is considered a separate legal entity from the City. Pursuant to

Health and Safety Code Section 34177, successor agencies are required to prepare ROPS that list enforceable obligations prior to each six-month fiscal period obtain funding for such obligations from the Redevelopment Property Tax Trust Fund ("RPTTF").

The Dissolution Act also provides for use of proceeds of bonds issued by RDAs in 2011, upon filing of a Last and Final ROPS covering all future periods. The former Redevelopment Agency issued bonds in 2011 to assist in the redevelopment of the Tina/Pacific neighborhood for replacement with up to 161 new replacement affordable housing units. To access those funds, the Agency approved the Last and Final ROPS in September 2019. With the approval of the Last and Final ROPS by the DOF in January 2020, an additional \$3.4 million of 2011 bond proceeds was made available to the Tina/Pacific project.

ANALYSIS/JUSTIFICATION:

Once the DOF approves a successor agency's Last and Final ROPS, the successor agency is no longer required to file annual ROPS and Administrative Budgets. The successor agency is limited to submitting up to two requests to amend it before the Successor Agency ceases to exist in 2040, when the final obligation of the Successor Agency is paid.

The Successor Agency approved a refinancing of its outstanding 2010 Bonds, which mature in 2035. The Refunding Bonds were sold in early August 2020. The issuance of the Refunding Bonds requires an amendment to the Last and Final ROPS to reduce the RPTTF payable to the Successor Agency for the 2010 Bonds.

Following Successor Agency approval of the amendment to the Last and Final ROPS ("Amendment"), staff will forward the Amendment to the County Auditor-Controller, the County Administrative Officer, and the DOF for review, simultaneously with presenting them to the Orange Countywide Oversight Board ("Oversight Board") for approval. The Oversight Board will review the Last and Final ROPS at their regularly scheduled September 22, 2020 meeting. Copies of the Amendment, following approval by the Oversight Board, will be sent to the County Auditor-Controller, the State Controller's Office and the DOF and will be posted on the Successor Agency's website.

FISCAL IMPACT:

The refunding of the 2010 Bonds will reduce the total RPTTF request of the 2010 Bonds by at total \$2,683,613, creating additional residual property tax to be distributed to all taxing agencies. The General Fund share of this additional residual property tax in future years is approximately \$33,000 annually. This is approximately 70% more the amount estimated when the Successor Agency approved the financing in March 2020. The City's Lighting Fund will also receive approximately \$7,000 annually for its share of the additional residual property tax.

ENVIRONMENTAL IMPACT:

Not applicable.

LEGAL REVIEW:

The City Attorney has reviewed this report and the attached resolution on behalf of the Successor Agency.

PUBLIC NOTIFICATION:

Through the normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

s/ Michelle Bannigan

Michelle Bannigan, CPA
Finance Director

Approved by:

s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
Executive Director

Attachment:

A. Resolution No. SA 2020-02

RESOLUTION NO. SA 2020-02

A RESOLUTION OF THE BOARD OF THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY, APPROVING THE FIRST AMENDMENT TO THE LAST AND FINAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE (“ROPS”) PURSUANT TO HEALTH AND SAFETY CODE SECTION 34191.6

WHEREAS, the Stanton Redevelopment Agency (“Redevelopment Agency”) was a redevelopment agency in the City of Stanton (“City”), duly created pursuant to the California Community Redevelopment Law and Health and Safety Code Section 33000, et.seq.; and

WHEREAS, Assembly Bill x1 26 chaptered and effective on June 27, 2011 added Parts 1.8 and 1.85 to Division 24 of the California Health and Safety Code, which caused the dissolution of all redevelopment agencies and winding down of the affairs of former agencies, and was subsequently amended by Assembly Bill 1484, chaptered and effective on June 27, 2012, and Senate Bill 107, chaptered and effective on September 22, 2015 (together, the “Dissolution Act”); and

WHEREAS, as of February 1, 2012, the Redevelopment Agency was dissolved pursuant to the Dissolution Act and pursuant to Health and Safety Code, Section 34173(d), the City of Stanton elected to become the successor agency to the Stanton Redevelopment Agency (“Successor Agency”) on January 10, 2012 and the Successor Agency is a separate legal entity from the City of Stanton; and

WHEREAS, the Successor Agency administers the enforceable obligations of the former Redevelopment Agency and otherwise unwinds the Redevelopment Agency’s affairs, all subject to the review and approval by a seven-member oversight board; and

WHEREAS, Health and Safety Code, Section 34179(j) established the Orange Countywide Oversight Board (“Oversight Board”) by requiring that commencing after July 1, 2018, in each county where more than one oversight board was created, there shall be only one oversight board; and

WHEREAS, the Oversight Board with oversight of the Successor Agency to the former Redevelopment Agency has been appointed pursuant to the provisions of Health and Safety Code Section 34179; and

WHEREAS, pursuant to Health and Safety Code Section 34191.6, the Successor Agency, the Oversight Board and the Department of Finance (“DOF”) approved a Last and Final ROPS, effective January 2, 2020; and

WHEREAS, the Last and Final ROPS identifies each enforceable obligation on which payments will be required to be made by the Successor Agency from and after July 1, 2020, until its termination and the amount to be paid for such obligations from the Redevelopment Property Tax Trust Fund (“RPTTF”); and

WHEREAS, pursuant to Health and Safety Code Section 34177.5, the Successor Agency, the Oversight Board and DOF approved a refinancing of the former agency's outstanding Tax Allocation Bonds, 2010 Series A ("2010 Bonds") through the issuance by the Successor Agency of its Tax Allocation Refunding Bonds, 2020 Series A ("Refunding Bonds"); and

WHEREAS, the Successor Agency has sold the Refunding Bonds, reducing the amount of RPTTF required to be remitted to the Successor Agency; and

WHEREAS, the Health and Safety Code Section 34191.6 permits the amendment of the Last and Final ROPS; and

WHEREAS, the Successor Agency will reduce the amount of RPTTF required to be remitted to the Successor Agency by approving a first amendment to the Last and Final ROPS; and

WHEREAS, Health and Safety Code, Section 34191.6 requires the Oversight Board to approve the amendment to the Last and Final ROPS prior to the Successor Agency submitting the amendment to the Last and Final ROPS to DOF.

NOW THEREFORE, THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY, DOES HEREBY RESOLVE, DETERMINE, FIND AND ORDER AS FOLLOWS:

SECTION 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. Approval of the Amendment. The Successor Agency hereby approves and adopts the first amendment to the Last and Final ROPS ("First Amendment"), in substantially the form attached to this Resolution as Exhibit A, pursuant to Health and Safety Code Section 34191.6.

SECTION 3. Transmittal of the First Amendment. The City Manager is hereby authorized to take all actions necessary under the Dissolution Act to post the First Amendment on the Successor Agency website, transmit the First Amendment to the Auditor-Controller and the County Administrator of the County of Orange and DOF, submit the First Amendment to the Oversight Board, and to take any other actions necessary to ensure the approval and validity of the First Amendment and the validity of any enforceable obligation approved by the Successor Agency in this Resolution. In addition, the Successor Agency authorizes and directs the Successor Agency staff to make such non-substantive revisions to the First Amendment as may be necessary to submit the First Amendment in any modified form required by the Oversight Board or DOF, and the First Amendment as so modified shall thereupon constitute the First Amendment as approved by the Successor Agency pursuant to this Resolution.

SECTION 4. Severability. If any provision of this Resolution or the application of any such provision to any persons or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable.

SECTION 5. Certification. The Secretary of the Successor Agency shall certify to the adoption of this Resolution on behalf of the Successor Agency.

SECTION 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Successor Agency to the Stanton Redevelopment Agency, held on this 25th day of August, 2020.

DAVID J. SHAWVER, CHAIRMAN

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, AGENCY COUNSEL

ATTEST:

I, Patricia A. Vazquez, Agency Secretary of the City of Stanton, as Successor to Stanton Redevelopment Agency, Stanton, California, DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. SA 2020-02 has been duly signed by the Chairperson and attested by the Agency Secretary, all at a regular meeting of the City of Stanton, as Successor to Stanton Redevelopment Agency, held on August 25, 2020, and that the same was adopted, signed, and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, AGENCY SECRETARY

Last and Final Recognized Obligation Payment Schedule (ROPS) - Summary
Filed for the July 1, 2021 through June 30, 2042 Period

Successor Agency: Stanton
County: Orange
Initial ROPS Period: 21-22A
Final ROPS Period: 41-42B

Requested Funding for Enforceable Obligations		Total Outstanding Obligation
A	Enforceable Obligations Funded as Follows (B+C)	\$254,798
B	Bond Proceeds	-
C	Other Funds	254,798
D	Redevelopment Property Tax Trust Fund (RPTTF) (E+F)	\$77,560,183
E	RPTTF	76,921,183
F	Administrative RPTTF	639,000
G	Total Outstanding Obligations (A+D)	\$77,814,981

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Stanton
Last and Final Recognized Obligation Payment Schedule (ROPS) - Summary by ROPS Period
July 1, 2021 through June 30, 2042

A Period July - December					
ROPS Period	Fund Sources				Six-Month Total
	Bond Proceeds	Other Funds	RPTTF	Admin RPTTF	
	\$-	\$-	\$21,714,232	\$639,000	\$22,353,232
ROPS 21-22A	-	-	975,971	33,000	\$1,008,971
ROPS 22-23A	-	-	970,221	33,000	\$1,003,221
ROPS 23-24A	-	-	857,739	33,000	\$890,739
ROPS 24-25A	-	-	859,490	33,000	\$892,490
ROPS 25-26A	-	-	860,487	33,000	\$893,487
ROPS 26-27A	-	-	859,974	33,000	\$892,974
ROPS 27-28A	-	-	860,468	33,000	\$893,468
ROPS 28-29A	-	-	861,968	33,000	\$894,968
ROPS 29-30A	-	-	866,208	33,000	\$899,208
ROPS 30-31A	-	-	857,578	33,000	\$890,578
ROPS 31-32A	-	-	964,196	33,000	\$997,196
ROPS 32-33A	-	-	1,347,984	33,000	\$1,380,984
ROPS 33-34A	-	-	1,346,409	33,000	\$1,379,409
ROPS 34-35A	-	-	1,345,916	33,000	\$1,378,916
ROPS 35-36A	-	-	1,097,965	29,500	\$1,127,465
ROPS 36-37A	-	-	1,361,650	29,500	\$1,391,150
ROPS 37-38A	-	-	1,362,038	29,500	\$1,391,538
ROPS 38-39A	-	-	1,364,475	29,500	\$1,393,975

B Period January - June						Twelve-Month Total
ROPS Period	Fund Sources				Six-Month Total	
	Bond Proceeds	Other Funds	RPTTF	Admin RPTTF		
	\$-	\$254,798	\$55,206,951	\$-	\$55,461,749	\$77,814,981
ROPS 21-22B	-	254,798	3,573,871	-	\$3,828,669	\$4,837,640
ROPS 22-23B	-	-	3,885,239	-	\$3,885,239	\$4,888,460
ROPS 23-24B	-	-	3,882,658	-	\$3,882,658	\$4,773,397
ROPS 24-25B	-	-	3,882,497	-	\$3,882,497	\$4,774,987
ROPS 25-26B	-	-	3,882,172	-	\$3,882,172	\$4,775,659
ROPS 26-27B	-	-	3,892,278	-	\$3,892,278	\$4,785,252
ROPS 27-28B	-	-	3,882,978	-	\$3,882,978	\$4,776,446
ROPS 28-29B	-	-	3,877,978	-	\$3,877,978	\$4,772,946
ROPS 29-30B	-	-	3,884,598	-	\$3,884,598	\$4,783,806
ROPS 30-31B	-	-	2,787,142	-	\$2,787,142	\$3,677,720
ROPS 31-32B	-	-	2,404,604	-	\$2,404,604	\$3,401,800
ROPS 32-33B	-	-	2,400,729	-	\$2,400,729	\$3,781,713
ROPS 33-34B	-	-	2,398,636	-	\$2,398,636	\$3,778,045
ROPS 34-35B	-	-	2,159,363	-	\$2,159,363	\$3,538,279
ROPS 35-36B	-	-	1,693,176	-	\$1,693,176	\$2,820,641
ROPS 36-37B	-	-	1,701,738	-	\$1,701,738	\$3,092,888
ROPS 37-38B	-	-	1,695,925	-	\$1,695,925	\$3,087,463
ROPS 38-39B	-	-	1,659,450	-	\$1,659,450	\$3,053,425

A Period July - December					
ROPS Period	Fund Sources				Six-Month Total
	Bond Proceeds	Other Funds	RPTTF	Admin RPTTF	
ROPS 39-40A	-	-	1,343,600	29,500	\$1,373,100
ROPS 40-41A	-	-	1,349,895	29,500	\$1,379,395
ROPS 41-42A	-	-	-	-	\$-

B Period January - June						Twelve-Month Total
ROPS Period	Fund Sources				Six-Month Total	
	Bond Proceeds	Other Funds	RPTTF	Admin RPTTF		
ROPS 39-40B	-	-	1,658,919	-	\$1,658,919	\$3,032,019
ROPS 40-41B	-	-	3,000	-	\$3,000	\$1,382,395
ROPS 41-42B	-	-	-	-	\$-	\$-

Stanton
Last and Final Recognized Obligation Payment Schedule (ROPS) - ROPS Detail
July 1, 2021 through June 30, 2042
(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation
								\$81,979,313
3	Bond Payment: 2010 Tax Allocation Bonds Series A	Bonds Issued On or Before 12/31/10	10/28/2010	12/01/2035	US Bank	Debt Service on Bonds issued to fund non-housing projects	Consolidated	-
6	Trustee	Fees	07/07/2005	12/01/2040	US Bank	Trustee Fees	Consolidated	140,210
8	Bond Disclosure	Fees	09/10/2019	12/01/2040	Harrell & Company	Bond Continuing Disclosure/Financial Services	Consolidated	132,950
41	Administrative Cost Allowance	Admin Costs	07/01/2019	12/01/2040	City of Stanton	Administrative Cost Allowance	Consolidated	672,000
60	Replacement Housing Obligation under H&S Code	Miscellaneous	07/01/2013	12/01/2040	To be Determined	96 Required Units	Consolidated	-
66	Bond Payment: 2010 Tax Allocation Bonds Series A	Reserves	10/28/2010	12/01/2035	US Bank	ROPS B Reserve for following ROPS A December 1 Debt Service	Consolidated	-
70	City Loan	City/County Loan (Prior 06/28/11), Cash exchange	02/09/2010	12/01/2040	City of Stanton	City Loan to pay SERAF Payment	Consolidated	-
83	City Loan	City/County Loan (Prior 06/28/11), Other	06/24/2003	12/01/2040	City of Stanton	City Loan for Start up costs for 2000 Project Area	Consolidated	-
95	Subordinate Tax Allocation Refunding Bonds, 2016 Series A	Refunding Bonds Issued After 6/27/12	02/23/2016	12/01/2035	US Bank	Refinance 2005 Series B Bonds	Consolidated	4,902,888
96	Subordinate Taxable Tax Allocation Refunding Bonds, 2016 Series B	Refunding Bonds Issued After 6/27/12	02/23/2016	12/01/2035	US Bank	Refinance 2005 Series A Bonds	Consolidated	9,505,195
98	Rebate Consultant	Fees	07/01/2015	12/31/2040	BLX Group	Rebate Calculations	Consolidated	24,600
100	Project Costs	Bond Funded Project - 2011	07/01/2016	06/30/2020	To be Determined	Bond Funded Project from 2011 Proceeds	Consolidated	-
101	Tax Allocation Refunding Parity Bonds, 2016 Series C	Refunding Bonds Issued After 6/27/12	12/15/2016	12/01/2040	US Bank	Partial Refinance 2010 Series A Bonds	Consolidated	12,769,082
102	Taxable Tax Allocation Refunding Parity Bonds, 2016 Series D	Refunding Bonds Issued After 6/27/12	12/15/2016	12/01/2040	US Bank	Refinance 2011 Series A Bonds and 2011 Series B Bonds	Consolidated	6,507,215
103	Subordinate Tax Allocation Refunding Bonds, 2016 Series A	Reserves	02/23/2016	12/01/2035	US Bank	Refinance 2005 Series B Bonds	Consolidated	2,905,200
104	Subordinate Taxable Tax Allocation Refunding Bonds, 2016 Series B	Reserves	02/23/2016	12/01/2035	US Bank	Refinance 2005 Series A Bonds	Consolidated	5,367,500
105	Tax Allocation Refunding Parity Bonds, 2016 Series C	Reserves	12/15/2016	12/01/2040	US Bank	Partial Refinance 2010 Series A Bonds	Consolidated	5,845,918
106	Taxable Tax Allocation Refunding Parity Bonds, 2016 Series D	Reserves	12/15/2016	12/01/2040	US Bank	Refinance 2011 Series A Bonds and 2011 Series B Bonds	Consolidated	23,255,755
107	Tax Allocation Refunding Bonds, 2020 Series A	Refunding Bonds Issued After 6/27/12	09/03/2020	09/01/2035	U.S. Bank, as Trustee	Refinance outstanding 2010 Bonds	Consolidated	1,140,700

EXHIBIT A

A	B	C	D	E	F	G	H	I
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation
108	Tax Allocation Refunding Bonds, 2020 Series A	Reserves	09/03/2020	09/01/2035	U.S Bank, as Trustee	ROPS B Reserve for following ROPS A December 1 Debt Service	Consolidated	8,810,400
109	Annual Debt Transparency Report	Fees	09/03/2020	02/01/2036	Harrell & Company Advisors	Preparation and filing of CDIAC Annual Debt Transparency Report	Consolidated	-

A	L	M	O	P	T	U	X	AB	AC	AF	AJ	AK	AN	AR	AS	AV	AZ	BA	BD
	21-22A (Jul-Dec)		21-22B (Jan-Jun)		22-23A (Jul-Dec)		22-23B (Jan-Jun)	23-24A (Jul-Dec)		23-24B (Jan-Jun)	24-25A (Jul-Dec)		24-25B (Jan-Jun)	25-26A (Jul-Dec)		25-26B (Jan-Jun)	26-27A (Jul-Dec)		26-27B (Jan-Jun)
Item #	RPTTF	Admin RPTTF	Other Funds	RPTTF	RPTTF	Admin RPTTF	RPTTF	RPTTF	Admin RPTTF	RPTTF	RPTTF	Admin RPTTF	RPTTF	RPTTF	Admin RPTTF	RPTTF	RPTTF	Admin RPTTF	RPTTF
	\$975,971	\$33,000	\$254,798	\$3,573,871	\$970,221	\$33,000	\$3,885,239	\$857,739	\$33,000	\$3,882,658	\$859,490	\$33,000	\$3,882,497	\$860,487	\$33,000	\$3,882,172	\$859,974	\$33,000	\$3,892,278
3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6	4,200	-	-	3,300	4,200	-	3,300	4,200	-	3,300	4,420	-	3,630	4,620	-	3,630	4,620	-	3,630
8	-	-	-	6,050	-	-	6,050	-	-	6,050	-	-	6,050	-	-	7,550	-	-	7,550
41	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
60	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
66	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
70	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
83	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
95	289,988	-	-	100,188	290,188	-	96,388	246,388	-	88,888	243,888	-	81,138	243,638	-	73,013	245,513	-	64,388
96	538,050	-	-	189,550	534,550	-	180,063	467,563	-	171,438	468,938	-	162,141	469,641	-	152,147	467,147	-	141,122
98	-	-	-	1,800	-	-	-	-	-	-	-	-	1,800	-	-	1,800	-	-	1,800
100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
101	143,733	-	-	242,375	141,283	-	242,375	139,588	-	242,375	142,244	-	242,375	142,588	-	242,375	142,694	-	242,375
102	-	-	-	388,757	-	-	372,188	-	-	353,588	-	-	333,588	-	-	312,138	-	-	289,188
103	-	-	-	190,000	-	-	150,000	-	-	155,000	-	-	162,500	-	-	172,500	-	-	180,000
104	-	-	-	345,000	-	-	287,500	-	-	297,500	-	-	307,500	-	-	315,000	-	-	327,500
105	-	-	-	101,092	-	-	102,787	-	-	100,131	-	-	99,787	-	-	99,681	-	-	99,537
106	-	-	-	1,593,757	-	-	1,612,188	-	-	1,633,588	-	-	1,653,588	-	-	1,672,138	-	-	1,699,188
107	-	-	3,338	150,062	-	-	146,200	-	-	135,400	-	-	124,200	-	-	112,600	-	-	100,500
108	-	-	251,460	261,940	-	-	686,200	-	-	695,400	-	-	704,200	-	-	717,600	-	-	735,500
109	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

A	BH	BI	BL	BP	BQ	BT	BX	BY	CB	CF	CG	CJ	CN	CO	CR	CV	CW	CZ
	27-28A (Jul-Dec)		27-28B (Jan-Jun)	28-29A (Jul-Dec)		28-29B (Jan-Jun)	29-30A (Jul-Dec)		29-30B (Jan-Jun)	30-31A (Jul-Dec)		30-31B (Jan-Jun)	31-32A (Jul-Dec)		31-32B (Jan-Jun)	32-33A (Jul-Dec)		32-33B (Jan-Jun)
Item #	RPTTF	Admin RPTTF	RPTTF	RPTTF	Admin RPTTF	RPTTF	RPTTF	Admin RPTTF	RPTTF	RPTTF	Admin RPTTF	RPTTF	RPTTF	Admin RPTTF	RPTTF	RPTTF	Admin RPTTF	RPTTF
	\$860,468	\$33,000	\$3,882,978	\$861,968	\$33,000	\$3,877,978	\$866,208	\$33,000	\$3,884,598	\$857,578	\$33,000	\$2,787,142	\$964,196	\$33,000	\$2,404,604	\$1,347,984	\$33,000	\$2,400,729
3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6	4,620	-	3,630	4,620	-	3,630	4,860	-	4,000	5,080	-	4,000	5,080	-	4,000	5,080	-	4,000
8	-	-	7,550	-	-	7,550	-	-	7,550	-	-	9,050	-	-	9,050	-	-	9,050
41	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
60	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
66	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
70	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
83	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
95	244,388	-	55,388	245,388	-	45,888	245,888	-	39,388	241,888	-	33,819	246,319	-	27,444	244,944	-	20,919
96	468,622	-	128,022	468,022	-	114,422	469,422	-	100,222	470,222	-	85,422	470,422	-	70,022	470,022	-	53,522
98	-	-	-	-	-	-	-	-	1,800	-	-	1,800	-	-	1,800	-	-	-
100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
101	142,838	-	242,375	143,938	-	242,375	146,038	-	242,375	140,388	-	242,375	242,375	-	242,375	242,375	-	242,375
102	-	-	260,988	-	-	231,688	-	-	201,288	-	-	169,688	-	-	150,688	385,563	-	130,888
103	-	-	190,000	-	-	200,000	-	-	202,500	-	-	212,500	-	-	217,500	-	-	222,500
104	-	-	340,000	-	-	355,000	-	-	370,000	-	-	385,000	-	-	400,000	-	-	415,000
105	-	-	98,437	-	-	96,337	-	-	101,987	-	-	-	-	-	-	-	-	-
106	-	-	1,725,988	-	-	1,751,688	-	-	1,781,288	-	-	1,119,688	-	-	755,125	-	-	773,875
107	-	-	87,800	-	-	74,700	-	-	61,100	-	-	46,900	-	-	38,300	-	-	29,300
108	-	-	742,800	-	-	754,700	-	-	771,100	-	-	476,900	-	-	488,300	-	-	499,300
109	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

DD	DE
33-34A (Jul-Dec)	
RPTTF	Admin RPTTF
\$1,346,409	\$33,000
-	-

DD	DE
33-34A (Jul-Dec)	
RPTTF	Admin RPTTF
5,080	-
-	-
-	-
-	-
-	-
-	-
-	-
243,419	-
468,522	-
-	-
-	-
242,375	-
387,013	-
-	-
-	-
-	-
-	-
-	-
-	-
-	-

A	DH	DL	DM	DP	DT	DU	DX	EB	EC	EF	EJ	EK	EN	ER	ES	EV	EZ	FA	FD
	33-34B (Jan-Jun)	34-35A (Jul-Dec)		34-35B (Jan-Jun)	35-36A (Jul-Dec)		35-36B (Jan-Jun)	36-37A (Jul-Dec)		36-37B (Jan-Jun)	37-38A (Jul-Dec)		37-38B (Jan-Jun)	38-39A (Jul-Dec)		38-39B (Jan-Jun)	39-40A (Jul-Dec)		39-40B (Jan-Jun)
Item #	RPTTF	RPTTF	Admin RPTTF	RPTTF	RPTTF	Admin RPTTF	RPTTF	RPTTF	Admin RPTTF	RPTTF	RPTTF	Admin RPTTF	RPTTF	RPTTF	Admin RPTTF	RPTTF	RPTTF	Admin RPTTF	RPTTF
	\$2,398,636	\$1,345,916	\$33,000	\$2,159,363	\$1,097,965	\$29,500	\$1,693,176	\$1,361,650	\$29,500	\$1,701,738	\$1,362,038	\$29,500	\$1,695,925	\$1,364,475	\$29,500	\$1,659,450	\$1,343,600	\$29,500	\$1,658,919
3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6	4,000	5,080	-	4,400	-	-	4,400	-	-	4,400	-	-	4,400	-	-	4,400	-	-	4,400
8	9,050	-	-	9,050	-	-	5,550	-	-	5,050	-	-	5,050	-	-	5,050	-	-	5,050
41	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
60	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
66	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
70	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
83	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
95	14,244	244,244	-	7,344	242,344	-	-	-	-	-	-	-	-	-	-	-	-	-	-
96	36,404	468,904	-	18,563	468,563	-	-	-	-	-	-	-	-	-	-	-	-	-	-
98	-	-	-	1,800	-	-	1,800	-	-	1,800	-	-	-	-	-	-	-	-	1,800
100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
101	242,375	242,375	-	242,375	242,375	-	242,375	1,117,375	-	198,625	1,121,125	-	152,500	1,120,000	-	104,125	1,119,125	-	53,375
102	110,288	385,313	-	87,657	144,683	-	74,163	244,275	-	60,138	240,913	-	45,475	244,475	-	30,175	224,475	-	15,407
103	230,000	-	-	235,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
104	432,500	-	-	450,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
105	-	-	-	-	-	-	875,000	-	-	922,500	-	-	967,500	-	-	1,015,000	-	-	1,067,500
106	789,975	-	-	577,974	-	-	489,888	-	-	509,225	-	-	521,000	-	-	500,700	-	-	511,387
107	19,900	-	-	10,100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
108	509,900	-	-	515,100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
109	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

A	FH	FI	FL
	40-41A (Jul-Dec)		40-41B (Jan-Jun)
Item #	RPTTF	Admin RPTTF	RPTTF
	\$1,349,895	\$29,500	\$3,000
3	-	-	-
6	-	-	-
8	-	-	-
41	-	-	-
60	-	-	-
66	-	-	-
70	-	-	-
83	-	-	-
95	-	-	-
96	-	-	-
98	-	-	3,000
100	-	-	-
101	1,120,875	-	-
102	229,020	-	-
103	-	-	-
104	-	-	-
105	-	-	-
106	-	-	-
107	-	-	-
108	-	-	-
109	-	-	-

CITY OF STANTON

REPORT TO HOUSING AUTHORITY

TO: Honorable Mayor and Members of the City Council

DATE: August 25, 2020

SUBJECT: CONTRACT EXTENSION FOR INCO REALTY

REPORT IN BRIEF:

Requested is the authorization to allow the City Manager to extend the professional services agreement with Inco Realty for brokerage services associated with the sale of the Housing Authority asset located at 7455 Katella Ave.

RECOMMENDED ACTION:

1. Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Housing Authority approve the third contract amendment for Inco Realty.
3. Authorize the City Manager to bind the City of Stanton Housing Authority and Inco Realty in a contract to continue providing brokerage services associated with the sale of the Housing Authority asset located 7455 Katella Ave.

DISCUSSION:

In the summer of 2016, the City saw a significant increase in the number of inquiries for the purchase of the Housing Authority owned property at 7455 Katella Ave. In addition, the adjacent property owners placed their properties on the market, creating an opportunity for a project to be developed including the Housing Authority property. To assist staff in managing the inquiries and negotiations with the sale of the property, the City contracted with Inco Realty to provide brokerage services.

The contract has renewed several times over the years and expired on March 5, 2020. At this time, Inco has requested an extension until March 5, 2021, under the same terms and conditions, to complete the services associated with the sale of 7455 Katella to KB Home Coastal for the development of a residential project.

FISCAL IMPACT:

The 6% brokerage fees would be paid from the revenues generated by the sale of real property.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be not a project under Section 15061(b)(3).

PUBLIC NOTIFICATION:

Public notice for this item was made through the regular agenda process.

STRATEGIC PLAN:

6 – Maintain and Promote a Responsive, High Quality and Transparent Government.

Prepared by:

s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

CITY OF STANTON HOUSING AUTHORITY

THIRD AMENDMENT TO AGREEMENT FOR BROKERAGE SERVICES

1. PARTIES AND DATE.

This Third Amendment to the Agreement for BROKERAGE Services (“Third Amendment”) is entered into on the 25th day of August, 2020, by and between the City of Stanton Housing Authority (hereinafter referred to as the “City”) and INCO REALTY, INC. (hereinafter referred to as the “Consultant”). City and Consultant are sometimes collectively referred to herein as the “Parties.”

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for Brokerage Services dated September 6, 2016 (“Agreement”).

2.2 First Amendment. The Parties entered into a First Amendment to that certain Agreement on November 28, 2017 which amended the term and the rate for the Consultant Services.

2.3 Second Amendment. The Parties entered into a Second Amendment on March 5, 2019 in order to renew the Agreement for an additional one-year term.

2.4 Third Amendment. The Parties now desire to amend the Agreement in order to renew the Agreement for an additional one-year term.

3. TERMS.

3.1 Term. Pursuant to Section 3.1.2 of the Agreement, the City hereby exercises the option to renew the Agreement and extend the term of the Agreement for one year from March 5, 2020 to March 5, 2021, unless earlier terminated as provided in the Agreement.

3.2 Scope of Services. The Agreement is hereby amended to include the scope of services set forth in Exhibit “A,” attached hereto and incorporated herein by reference.

3.3 Compensation. The total compensation for the Services provided shall not exceed **six percent brokerage fee based on the final sales price of the subject property**. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under the agreement at the rates set forth in Exhibit “B” attached hereto.

3.4 Declaration of Political Contributions. Prior to the City’s approval of this Amendment, Consultant shall submit to City a statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of Consultant’s employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

3.5 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this Third Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Agreement on this 25th day of August, 2020.

CITY OF STANTON

INCO REALTY

By: _____
Jarad L. Hildenbrand
City Manager/Executive Director

By: _____
Bill Townsend
President

ATTEST:

By: _____
Patricia A. Vazquez
City Clerk / Secretary

APPROVED AS TO FORM:

By: _____
Matthew E. Richardson
City Attorney / Authority Counsel

**EXHIBIT “A”
TO THIRD AMENDMENT TO
AGREEMENT FOR BROKERAGE SERVICES**

SCOPE OF SERVICES

- Provide brokerage services associated with the sale of the Housing Authority owned property at 7455 Katella Ave. to achieve the sale of the property for the appraised value of \$810,000.
- Upon sale of the property, Jerome Ristrom, designated broker for the transaction, will receive a 6% brokerage fee based on the final sales price of the subject property.

**EXHIBIT “B”
TO THIRD AMENDMENT TO
AGREEMENT FOR BROKERAGE SERVICES**

COMPENSATION

- Upon sale of the property, Jerome Ristrom, designated broker for the transaction, will receive a 6% brokerage fee based on the final sales price of the subject property.

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: August 25, 2020

SUBJECT: ACCEPTANCE OF THE FY19/20 CERRITOS AVENUE WIDENING PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

REPORT IN BRIEF:

The FY 19/20 Cerritos Avenue Widening Project has been completed in accordance with the plans and specifications. The final construction cost for the project was \$208,963.38. The City Engineer, in his judgment, certifies that the work was satisfactorily completed as of August 25, 2020 and recommends that the City Council accept the completed work performed on this project.

The original construction contract cost for the FY 19/20 Cerritos Avenue Widening Project was for \$231,000.00.

RECOMMENDED ACTION:

1. City Council declare this project categorically exempt under the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) – Continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making; and
2. Accept the completion of improvements for the FY 19/20 Cerritos Avenue Widening Project, as certified by the City Engineer, and affix the date of August 25, 2020 as the date of completion of all work on this project; and
3. Approve the final construction contract amount of \$208,963.38 with Onyx Paving Company, Inc.; and
4. Direct the City Clerk within ten (10) days from the date of acceptance to file the Notice of Completion (Attachment) with the County Recorder of the County of Orange; and
5. Direct City staff, upon expiration of Directs City staff, upon expiration of the thirty-five (35) days from the filing of the "Notice of Completion," to make the retention payment to Onyx Paving Company, Inc. in the amount of \$10,448.17.

BACKGROUND:

During the FY 19/20 Citywide Street Reconstruction Project, staff obtained a change order for the Cerritos Avenue Widening Project which came out to \$257,000.00. Staff elected to bid the project separately which reduced the cost by \$47,000.

The project was advertised for bids on December 11, 2019. On January 6, 2020 at 2:00 p.m., seven (7) bids were received. Notices announcing the solicitation of bids for this project were posted local on F.W. Dodge publication known as the “Green Sheets” and on Bid America. Staff also sent the notice inviting bids to local contracting companies familiar with the City that have bid on similar projects locally. The lowest bid was for \$210,000.

<i>Rank</i>	<i>Company</i>	<i>Bid</i>
1	Onyx Paving Company, Inc.	\$ 210,000
2	Hardy & Harper, Inc.	\$ 225,000
3	Excel Paving	\$ 244,370
4	Hillcrest Contracting	\$ 276,788
5	All American Asphalt	\$ 296,321
6	HYM Engineering, Inc.	\$ 319,350
7	RJ Noble Co.	\$ 336,890

ANALYSIS/JUSTIFICATION:

The FY 19/20 Cerritos Avenue Widening Project has been completed in conformance with the project plans and specifications, and has been accepted by the City Engineer. The Notice of Completion is required under the terms of the Construction Agreements for this project.

FISCAL IMPACT:

This project was budgeted for the FY 19/20 Capital Improvement Fund.

ENVIRONMENTAL IMPACT:

This project is categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301c as replacement of existing facilities.

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Provide a quality infrastructure.

PUBLIC NOTIFICATION:

3 - Provide a quality infrastructure

Reviewed by:
s/ Allan Rigg

Allan Rigg, P.E. AICP
Director of Public Works

Concur:
s/ Michelle Bannigan

Michelle Bannigan, CPA
Finance Director

Approved by:
s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

ATTACHMENT:

(1) Notice of Completion

CITY OF STANTON
7800 KATELLA AVE.
STANTON, CA 90680

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE SECTION 6103

(Space above this line for Recorder's use)

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is the City of Stanton.
3. The full address of owner is 7800 Katella Avenue, Stanton, CA 90680.
4. The nature of the interest or estate of the owner is: Public Right of Way.
5. A work of improvement on the property hereinafter described was completed on August 25, 2020. The work was the FY 19/20 Cerritos Avenue Widening Project.
6. The name of the contractor for such work of improvement was: Onyx Paving Company, Inc.
7. The property on which said work of improvement was completed is in the City of: Stanton, County of Orange, and State of California.

Dated: _____, City of Stanton
Verification for Individual Owner Allan Rigg, City Engineer

VERIFICATION

I, the undersigned, say: I am the City Engineer of the City of Stanton, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2020, at Stanton, California.

_____, City of Stanton
Allan Rigg, City Engineer

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: August 25, 2020

SUBJECT: COOPERATIVE FUNDING AGREEMENT BETWEEN CITY OF STANTON AND ILLUMINATION FOUNDATION FOR OPERATION OF RECUPERATIVE CARE AND NAVIGATION CENTER AT 3535 WEST COMMONWEALTH AVENUE, FULLERTON

REPORT IN BRIEF:

Requested is City Council consideration of a Cooperative Funding Agreement with Illumination Foundation (IF) for its shelter at 3535 West Commonwealth Ave in the City of Fullerton.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Approve the Cooperative Funding Agreement in substantially the form attached and provide the City Manager and City Attorney the authority to negotiate the final details; and
3. Authorize City Manager, or designee, to execute the Cooperative Funding Agreement between City of Stanton and Illumination Foundation for Operation of a Recuperative Care and Navigation Center at 3535 West Commonwealth Avenue.
4. Authorize \$500,000 appropriation from Low and Moderate Income Housing Fund (Fund 285).

DISCUSSION:

North OC Service Planning Area (North SPA) – The City participates with 12 other north Orange County cities in the North Service Planning Area (North SPA) as a means of addressing homelessness on a regional basis. The North SPA agreed through a Memorandum of Understanding to develop two navigation centers to be located in the cities of Buena Park and Placentia. The two navigation centers contain a total of up to 250 beds. As part of the Settlement Agreement with the plaintiff's "Orange County Catholic Worker" in federal court, the two new centers were a key component to the agreement. Stanton, based on a methodology to include the number of homeless individuals, is responsible for approximately 7% of the operational costs for the two navigation shelters in exchange for use and access to the centers.

Since then, Stanton has determined that a need exists to secure additional emergency homeless shelter beds as a means to address homelessness, and was notified of the availability of Illumination Foundations shelter at 3535 West Commonwealth Avenue.

The Illumination Foundation is a non-profit 501(c)(3), which provides targeted, interdisciplinary services for the homeless adults and children in order to break the cycle of homelessness. Their services include emergency housing, health care, child services and post-hospital or recuperative care. The Illumination Foundation operates facilities in Stanton, the La Mesa Emergency Shelter and another recuperative care facility in the cities of Anaheim and Midway City.

The attached Cooperative Funding Agreement contains the following components:

- \$500,000 one-time financial contribution for tenant improvements;
- Priority bed access for Stanton;
- At least one shelter bed is always unoccupied and available for Stanton;
- Stanton to pay daily rate of \$60 per bed for each approved person when occupied;
- 10-year agreement.

FISCAL IMPACT:

The City's one-time contribution of \$500,000 is for a 10-year agreement. The Low and Moderate Income Housing Fund have sufficient cash on hand to support the \$500,000 financial contribution.

The successor agency may expend up to two hundred fifty thousand dollars (\$250,000) per fiscal year for homeless prevention and rapid rehousing services for individuals and families who are homeless or would be homeless but for this assistance, including the provision of short-term or medium-term rental assistance, contributions toward the construction of local or regional homeless shelters, housing relocation and stabilization services including housing search, mediation, or outreach to property owners, credit

repair, security or utility deposits, utility payments, rental assistance for a final month at a location, moving cost assistance, and case management, or other appropriate activities for homelessness prevention and rapid rehousing of persons who have become homeless. Accordingly, \$250,000 will be accrued to the prior Fiscal Year (FY 2019/20; prior to June 30, 2020) for expenses incurred as of April 1, 2020 for the construction of the shelter, and \$250,000 will be appropriated to the current Fiscal Year to build out the facility and funding operating costs.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be not a project under Section 15061(b)(3).

PUBLIC NOTIFICATION:

Public notice for this item was made through the regular agenda process.

STRATEGIC PLAN:

- 1 - Provide for a Safe Community
- 5 – Provide a High Quality of Life
- 6 – Maintain and Promote a Responsive, High Quality and Transparent Government

Prepared by:

s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

ATTACHMENT:

1. Cooperative Funding Agreement

**COOPERATIVE FUNDING AGREEMENT BETWEEN THE CITY OF STANTON
AND ILLUMINATION FOUNDATION FOR THE
OPERATION OF A RECUPERATIVE CARE AND NAVIGATION CENTER AT
3535 W. COMMONWEALTH AVENUE**

THIS AGREEMENT, dated for purposes of identification only this ___ day of August 2020, is made and entered into by and between the

CITY OF STANTON, a municipal corporation,
hereinafter referred to as "STANTON,"

AND

ILLUMINATION FOUNDATION, a California non-profit corporation,
hereinafter referred to as "CONTRACTOR".

RECITALS

- A. CITY OF FULLERTON and ILLUMINATION FOUNDATION intend to enter into an agreement for the operation of a shelter facility ("Shelter") which includes a 60-bed Recuperative Care Center ("RC Center") and 90-bed Navigation Center at 3535 W. Commonwealth Avenue, Fullerton ("Navigation Center"), substantially in the form attached hereto as Exhibit 1 ("Operating Agreement").
- B. The Operating Agreement governs the management and operation of the Shelter, and Stanton is not a party to that agreement.
- C. Stanton has determined that an urgent need exists to secure temporary, low-barrier emergency homeless shelter beds as a means to assist persons experiencing homelessness in the City of Stanton, and desires to work with CONTRACTOR at the 3535 W. Commonwealth Avenue site.
- D. STANTON and CONTRACTOR desire to enter into an agreement for securing temporary, low-barrier emergency homeless shelter beds for STANTON residents.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. SERVICES PROVIDED BY CONTRACTOR

a. CONTRACTOR shall provide emergency shelter beds for STANTON in its Navigation Center at 3535 W. Commonwealth Avenue, Fullerton, in accordance with the terms of this Agreement and shall comply with all provisions in the Operating Agreement, including performing the Scope of Services as described in the Operating Agreement. STANTON will have priority for assigning shelter beds at the Navigation Center, subject only to the priority use right of the City of Fullerton. As required by the Operating Agreement, FULLERTON has

agreed to this arrangement.

b. CONTRACTOR shall at all times comply fully with the terms of the Operating Agreement.

c. Assignment of beds in the Navigation Center shall be on a first come, first served basis, except that there shall be a minimum of one (1) unoccupied shelter bed in the Navigation Center available for STANTON's usage at all times. STANTON shall have no privileges with respect to the RC Center.

2. EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall commence upon the opening of the Navigation Center and continue for ten (10) years, unless terminated earlier in accordance with Section 6, below.

3. COMPENSATION

a. STANTON shall provide CONTRACTOR a one-time payment of five hundred thousand dollars (\$500,000) to implement the services set forth in Exhibit 1, payable concurrently with execution and delivery of this Agreement by STANTON to CONTRACTOR. STANTON's payment shall be used for homeless prevention and rapid rehousing services or other appropriate activities for homelessness prevention effective April 1, 2020.

b. STANTON shall pay CONTRACTOR a fee of \$60.00 per day (or any portion thereof) for each approved STANTON person housed in the Navigation Center portion of the Shelter (the "Daily Rate"). The Daily Rate calculated by CONTRACTOR is based on the anticipated costs of CONTRACTOR's Services and operational expenditures as detailed in the Operating Agreement.

c. STANTON shall only be responsible for the Daily Rate of those persons specifically placed by STANTON and verified to be City of Stanton residents. The Daily Rate covers the stay of a single person for up to a 24-hour period. CONTRACTOR shall verify residency of each such person by way of a driver's license, official state identification card, utility bill, library card, representation by the person or other equivalent evidence. STANTON agrees that verification of residency by such means by CONTRACTOR or by CityNet will satisfy the requirements of this Agreement.

d. CONTRACTOR shall submit an invoice to STANTON by the 15th of each month following the end of the billing period demonstrating the Services performed during the billing period, to eligible STANTON clients, as placed by STANTON. To be eligible for payment, the invoice must include, at a minimum, the following information for each individual housed at the Shelter: i) the person's name or shelter identification number, ii) the source that referred the individual to the Shelter, and iii) the number of days the individual was housed at the Shelter during the billing period and the Daily Rate being charged. Failure to include any of this information in the invoice, or any other information that is required to make the invoice accurate and complete, may, at STANTON's discretion, result in a delay in or denial of payment. In addition, failure to provide the Services required by this Agreement or perform in accordance with the terms of this Agreement (including the attachments hereto), may, at STANTON's discretion, result in a delay in or denial of payment. STANTON shall remit payment to

CONTRACTOR within fourteen (14) days of STANTON's receipt of CONTRACTOR's invoice. If STANTON fails to pay any such invoice within ten (10) business days after its due date, CONTRACTOR may, at its option and in addition to any other remedies CONTRACTOR may have on account of such delinquency, refuse further admissions to persons referred by STANTON until the delinquency is paid with interest thereon at ten percent (10%) per annum from the due date till paid.

4. ASSIGNMENT

Should CONTRACTOR its rights and obligations under this Agreement as outlined in the Operating Agreement, it shall likewise assign its interest in this Agreement to its successor, so that such assignment is subject to STANTON's rights under this Agreement.

5. NOTICES

a. Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, to the following persons:

To STANTON:

City Clerk
City of Stanton
7800 Katella Ave.
Stanton, CA 90680

With a courtesy copy to:

City Manager
City of Stanton
7800 Katella Ave.
Stanton, CA 90680

To CONTRACTOR:

Illumination Foundation
1091 N. Batavia St.
Orange, CA 92867
Attn: Paul Leon

b. A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. For purposes of calculating this time frame, weekends, federal, state, County or FULLERTON holidays shall be excluded.

6. TERMINATION

At any time after payment of the amount required under Section 3a above and provided STANTON is not in default hereunder, this Agreement may be terminated by STANTON

without cause or reason on ninety (90) days written notice to CONTRACTOR. However, if termination is based upon CONTRACTOR's breach of, or failure to comply with or fulfill, any term or condition of this Agreement, STANTON may terminate the Agreement on ten (10) days' written notice to CONTRACTOR, unless the breach or default is cured to STANTON's reasonable satisfaction within that ten (10) day period. Upon termination, CONTRACTOR shall be compensated for all Services satisfactorily rendered and all costs necessarily incurred in good faith performance of this Agreement that have not been previously reimbursed, up to the date of termination upon appropriate invoice therefor.

If this Agreement is terminated by STANTON based upon CONTRACTOR's failure to cure its breach or default as outlined above in this Section 6, STANTON shall be reimbursed its pro rata share of the one-time payment of \$500,000 required by Section 3a of this Agreement. By way of example only, if such termination occurs exactly five years into this Agreement, STANTON would be reimbursed half of the one-time payment, or \$250,000.

7. INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend (at STANTON's option), and hold harmless STANTON, its officials, officers, employees, agents, and representatives, from and against any and all claims, losses, damages, defense costs, or liability, of any kind or nature (collectively referred to hereinafter as "Claims"), arising out of or in connection with CONTRACTOR's (or CONTRACTOR's contractors or subcontractors, if any) (i) acts, errors, or omissions, (ii) performance or failure to perform, (iii) goods or services provided, or (iv) work performed by, or on behalf of, CONTRACTOR, relative to this Agreement or the Operating Agreement; except for those Claims that arise out of the sole negligence or willful misconduct of STANTON (or STANTON's contractors, subcontractors, agents, employees or representatives).

STANTON shall, to the fullest extent permitted by law, defend (at CONTRACTOR's option), indemnify, and hold harmless CONTRACTOR, its officers, directors, employees, agents, and volunteers, from and against all Claims, arising from STANTON's performance or failure to perform under this Agreement and from Claims arising out of the sole negligence or willful misconduct of STANTON (or STANTON's contractors, subcontractors, agents, employees or representatives). STANTON shall defend any such action or proceeding by counsel reasonably satisfactory to CONTRACTOR.

The obligations set forth in this Section 7 shall be in effect without regard to whether or not STANTON, CONTRACTOR, or any other person maintains, or fails to maintain, insurance coverage, or a self-insurance program, for any such Claims; and (ii) shall survive the termination of this Agreement.

CITY OF STANTON

Jarad L. Hildenbrand
City Manager

CONTRACTOR

ILLUMINATION FOUNDATION, a
California non-profit corporation

By: _____

Paul Leon
President and CEO

ATTEST:

Patricia A. VaZqueZ
City Clerk

APPROVED AS TO FORM:

By: _____
Matthew Richardson
City Attorney

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: August 25, 2020

SUBJECT: COMPREHENSIVE 2020 FIREWORKS REPORT AND REVIEW SAFE AND SANE FIREWORK STANDS

REPORT IN BRIEF:

The report and associated presentation provide an update regarding the 2020 Illegal Fireworks Campaign and to review allowing the discharge and sale of safe and sane fireworks.

RECOMMENDED ACTION:

1. City Council declare that the project is not subject to CEQA in accordance with Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Receive and file this report.

BACKGROUND:

In advance of the 2020 Independence Day holiday, City staff underwent various efforts to deter the discharge of illegal fireworks. As part of this effort, staff produced an enhanced marketing campaign which included signage, an on-line marketing campaign and targeted outreach for previously identified high-use areas. The high-use areas are identified through data collected from previous years using calls for service and a field review of the city to determine areas that have significant amount of firework related debris and burn marks.

Despite the efforts of staff, based on observations made throughout the night there was an increase in fireworks related activity. This year's celebration occurred during a historically unique time period where there were a number of environmental factors including a global pandemic, civil unrest and a homeless crisis. All professional fireworks shows were canceled due to the coronavirus, which increased the amount of people at home potentially using both legal and illegal fireworks. As a result there is

conflicting data regarding the impacts of firework usage during the 4th of July. Although there were observations of increased use, less than ten calls were placed to various departments in City Hall in the time period leading up to and including the 4th of July. This is approximately 25% of the usual amount of contact made with the City.

The Orange County Sheriff's Department reported that it received twenty-one calls for service related to fireworks, the exact amount of calls it received in 2019. OCSD responded to sixty-two calls for services on the 4th of July, 36% of the all calls for service were fireworks related. There were six citations issued and 50 pounds of illegal fireworks were seized. The amount of the fines levied is undetermined at the point due to the fact that the amounts are determined by the courts. Difficulty exists identifying the perpetrator using the illegal fireworks while responding to calls for service. As a result, warnings were issued throughout the evening in a pro-active manner regarding unauthorized use of illegal fireworks.

OCFA provided the City with the Orange County 2020 Independence Day After Action Report which detailed activity on the 4th of July from across the county. County-wide there were thirty-two injuries from firework use, this represents a 33% increase from the previous year, however; the number of injuries is consistent with the 5-year average. The vast majority of the injuries would be considered minor in nature. Tracking of injuries is done on a regional basis related to hospital locations; as a result the numbers of injuries that occurred in Stanton is undetermined. Countywide property loss was only \$42,100 which was the lowest of the 5-year reporting period. There were four fire related calls for service in Stanton which consisted of two dumpster fires, a small brush fire and another call of unknown origin.

ANALYSIS AND JUSTIFICATION:

As part of the overall effort to limit the amount of illegal fireworks discharged, staff has been asked to review the impact of issuing licenses to sell safe and sane fireworks as well as allowing the discharge of safe and sane fireworks. It is commonly accepted that allowing the discharge of safe and sane fireworks makes it more difficult to determine the source of illegal fireworks. This fact is often offset by the fact that licensing the sale of safe and sane fireworks can be a source of income for various charitable groups. Over the past five years charitable organizations that operate fireworks stands have made an average of \$6,368 per year. (See Attachment D) Considering the amount of time and effort it take to run a stand a number of these organizations have ceased operations, leaving only two organizations in 2020. The Stanton Youth Foundation and the Boys and Girls Club were the only organizations to operate stands. The revenue from the stands for 2020 is unknown at this point; each organization has until the end of September to submit their report.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15061(b)(3).

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the regular agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

1 - Provide a safe community.

Prepared by:

s/ James J. Wren

James J. Wren
Public Safety Services Director

Approved by:

s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

Attachments:

- Attachment A: Orange County Fire Authority 2020 Independence Day After Action Report
- Attachment B: Orange County Sheriff's Department 2020 Independence Day Report
- Attachment C: Municipal Code Excerpts Pertaining to Fireworks
- Attachment D: Annual Net Profit By Organization

ORANGE COUNTY

2020 Independence Day

After Action Report



Prepared by the Orange County Fire Authority
Irvine, CA

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Executive Summary

All across the country, the COVID-19 pandemic affected the Independence Day celebrations in 2020. Social distancing, facial masks, sanitizing, working from home, and various levels of quarantines have become the new societal norm for most residents in Orange County. 10 Orange County cities permitted the sale of safe and sane fireworks in 2020, for a total of 208 stands throughout the County. A total of 4 public fireworks displays provided safe celebration options for the communities within Orange County.

In 2020, the injuries associated with fireworks increased to 32 total reported injuries. Last year, Orange County reported 24 injuries that were related to fireworks. In comparison to the Consumer Product Safety Commission's (CPSC) 2019 fireworks injury statistics, Orange County's total fireworks injuries are less than expected for our population. While in 2019, reported Safe and Sane fireworks-related injuries accounted for 12% of total injuries, this year, Safe and Sane injuries accounted for only 6% of reported county-wide injuries. 25% of fireworks-related injuries were due to illegal fireworks while the outstanding 69% of injuries remain unknown. As in previous years, a majority of the reported injuries within Orange County were burns to the hands and fingers.

Firework injuries reported by hospital emergency rooms and urgent care facilities were mapped and compared to areas where the sale of Safe and Sane fireworks has been permitted. Results are a clear indication that hospitals near the cities where Safe and Sane firework sales are permitted, did not necessarily report more injuries than those hospitals that are not near those same cities.

Orange County experienced a decrease in estimated property loss this year. However, the acreage loss due to fireworks-related fires was significantly higher than it was last year. Additionally, the reported amount of both consumer and illegal fireworks that were confiscated (by local fire departments) this year has gone down over 1,700 pounds compared to 2019.

We would like to take this opportunity to thank all of the fire departments and medical providers in Orange County who contributed data to the analysis in this report.

Background and Methodology

Each year following the Independence Day holiday, the Orange County Fire Authority gathers data in order to analyze the overall impact of fireworks throughout Orange County. The information included in this report was contributed by hospital emergency rooms, urgent care facilities and Orange County Fire Departments to supplement OCFA's own fireworks data.

Injury data was solicited from a total of 26 hospital emergency rooms and 126 urgent care facilities throughout Orange County for the study period of June 30th-July 5, 2020. This year, we received responses from 4 urgent care facilities and 13 hospital emergency rooms, for an overall response rate of 11%. OCFA's own Emergency Medical Services data was also analyzed for injuries related to fireworks. The fireworks injuries contained in this report are only those that were reported to us; it is likely many more injuries occurred that were either not treated or not reported. National statistics extracted from the most recent 2019 CPSC Fireworks Report were also used for a comparison study.

Fireworks-related fire incident and property loss information was gathered from 9 out of 11 Orange County municipal fire departments, for a response rate of 81%. Narratives from the 76 fireworks-related fire incidents that OCFA responded to were analyzed for qualitative information regarding the impact of these incidents within Orange County communities. Local newspaper and social media sources were also utilized for information regarding fireworks-related injuries and various fire-related incidents that were caused by fireworks.

Fireworks Policy in Orange County

In 2020, 10 Orange County cities permitted the sale of safe and sane fireworks for a total of 208 retail consumer fireworks stands throughout the County.

City	Quantity
Anaheim	16
Buena Park	21
Costa Mesa	30
Fullerton	15
Garden Grove	29
Huntington Beach	15
Santa Ana	62
Stanton	2
Villa Park	3
Westminster	15
Total	208

Pandemic lockdowns and social distancing put a damper on many public celebratory traditions this year. With various new safety measures in place, sales of “Safe and Sane” fireworks skyrocketed as most Orange County professional displays went dark. With most local businesses, restaurants, attractions, and public beaches closed this year, the pandemic did help Orange County residents to become more creative in finding new ways to celebrate with drive-through and virtual gatherings.

While most professional displays were cancelled due to COVID-19, Orange County had no shortage of bootleg firework shows. The large number of unsanctioned fireworks combined with unfavorable weather conditions resulted in the worst air quality that Southern California has seen for the Independence Day holiday in over a decade.

Orange County Sheriff’s Department reported that illegal fireworks calls were up nearly 300% across Orange County compared to the holiday statistics from last year. With the pandemic restrictions in place, many residents may have tried to recreate their own fireworks celebrations at home, which led to the influx of fireworks-related emergency calls. Newport Beach reported over 330 fireworks-related complaints registered to code enforcement and police this year.

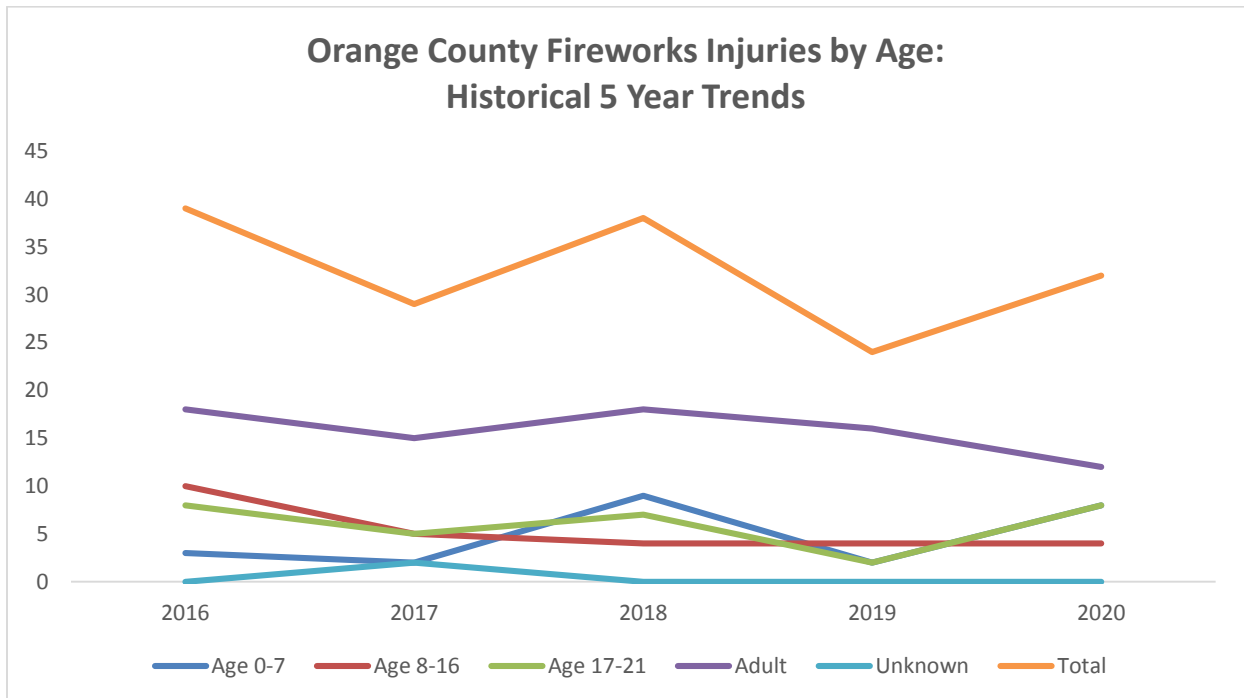
The city of Fullerton had a surge in the use of illegal fireworks for 2 months leading up to the Independence Day holiday. As of July 3, 2020, the Fullerton Police Department issued at least 17 citations for the use of illegal fireworks.

Historical Fireworks Injury Trends

In 2020, Orange County hospital emergency and urgent care rooms reported 32 injuries that were directly caused by fireworks. This is an increase in comparison to 2019, when 24 injuries were reported. Over the past 5 years, Orange County averaged close to 32 fireworks-related injuries around the Independence Day holiday (June 30th-July 5th).

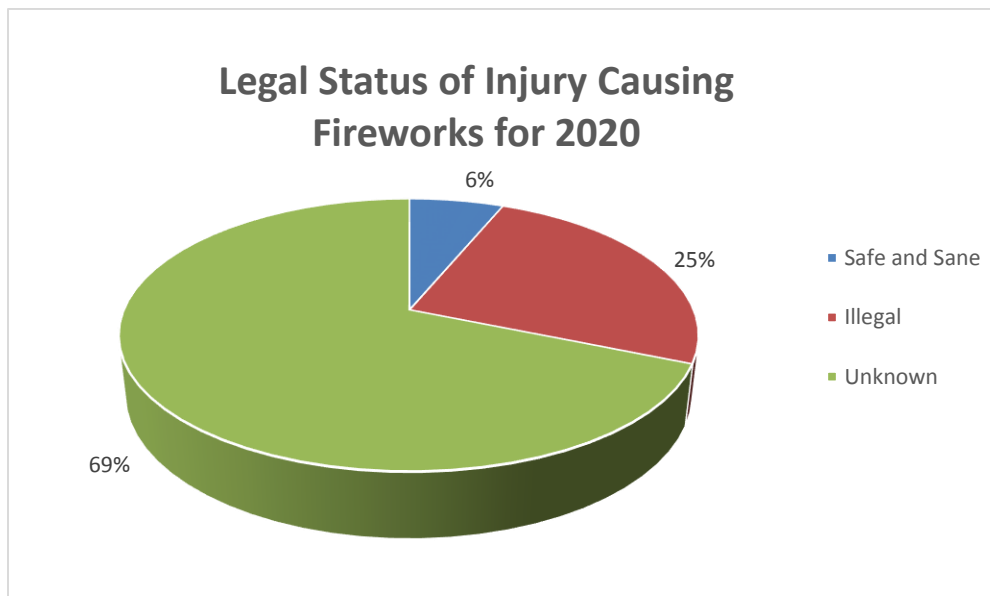
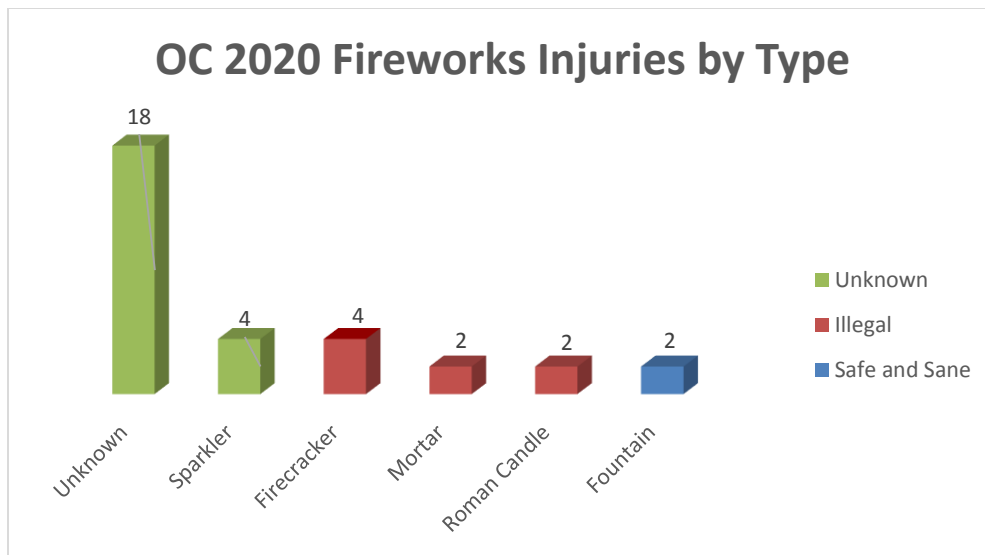
	2016	2017	2018	2019	2020
0-7	3	2	9	2	8
8-16	10	5	4	4	4
17-21	8	5	7	2	8
Adult	18	15	18	16	12
Unknown	0	2	0	0	0
TOTAL	39	29	38	24	32

Similar to previous years, the number of fireworks-related injuries for adult patients was the highest again this year. Most years, the adult category seems to yield the highest number of fireworks-related injuries. Reported injuries for patients under the age of 21 (age brackets 0-7, 8-16 and 17-21) increased from 10 injuries in 2019 to 20 injuries this year.



See Appendix A for detailed information about injuries reported by emergency rooms and urgent care facilities.

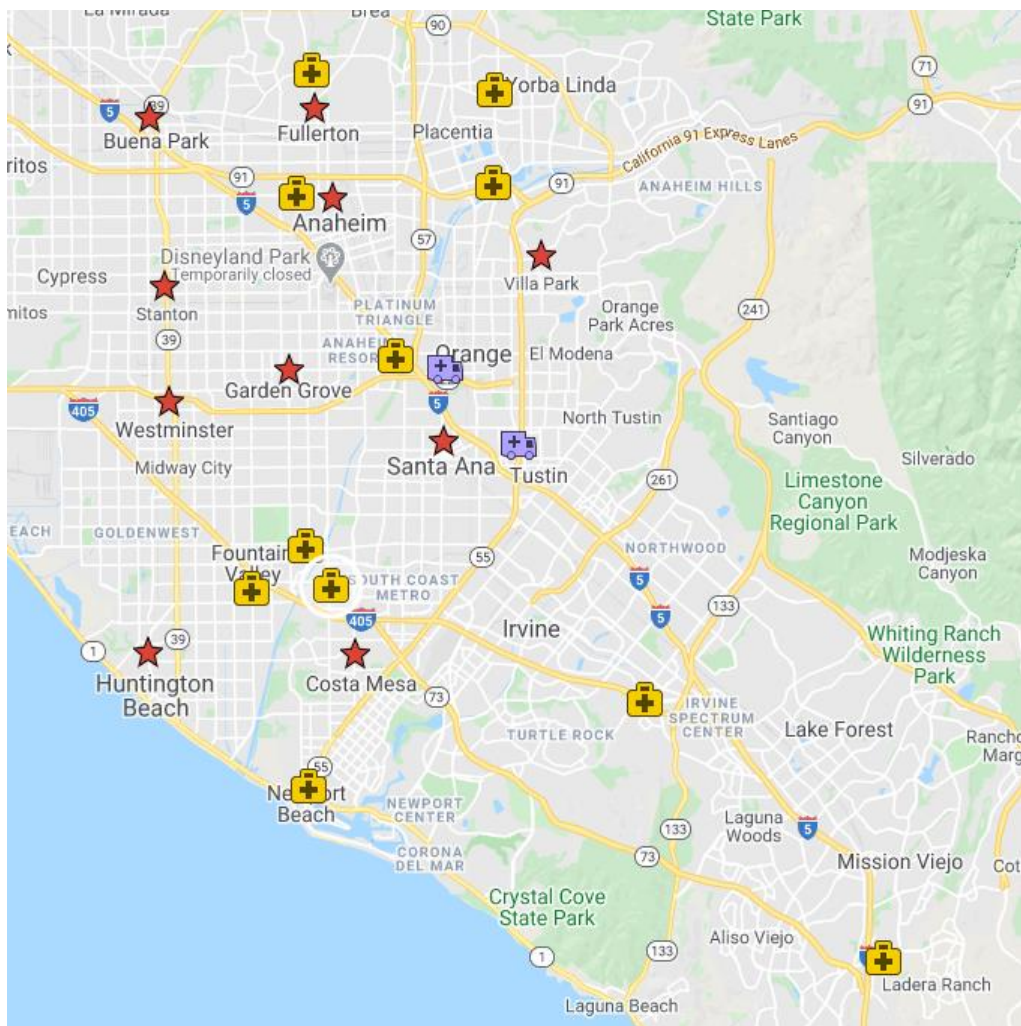
Types of Fireworks Involved in Injuries



This year in Orange County, fireworks-related injuries were caused by both illegal and Safe and Sane fireworks. Illegal fireworks accounted for 25% of all fireworks-related injuries while Safe and Sane fireworks accounted for 6% of fireworks-related injuries. The remaining 69% of injuries were caused by an unknown type. While there were a significant number of “unknown” type of fireworks, Firecrackers were identified as the type of illegal firework that caused the most reported injuries this year and Fountains were the type of Safe and Sane firework that caused the most reported injuries this year.

Spatial Analysis of Fireworks Injuries

This map displays the locations of the Orange County hospitals that provided data regarding reported fireworks-related injuries in 2020. The red stars indicate the cities that allowed the sale of Safe and Sane fireworks. The mustard hospital bag marker indicates hospitals that reported between 1-4 injuries and the purple ambulance marker indicates hospitals that reported 5 or more injuries during the study period of June 30, 2020 through July 5, 2020. There were 2 hospitals that reported 5 or more injuries this year (compared to 1 hospital with 11 injuries in 2019). This information does not conclude that the sale of fireworks caused more injuries. The spatial relationship of fireworks-related injuries that were treated in and around the Safe and Sane cities is not necessarily indicative of an on-going trend that injuries are happening near to the Safe and Sane cities. Reported injuries seem to be spread out throughout the county, regardless of firework sales.



Fireworks-Related Fire Incidents and Property Loss

Historical Property Loss					
	2016	2017	2018	2019	2020
Property Loss	\$53,600	\$147,121	\$115,975	\$913,705	\$42,100
Acreage Lost	1.21 acres	4.38 acres	1.19 acres	0.14 acres	26.1 acres

In comparison to 2019, reported fireworks-related property loss decreased significantly in Orange County for 2020. However, reported acreage that was lost due to fireworks-related fires, was considerably higher than in previous years. Fireworks were the suspected cause of a 21 acre vegetation fire that prompted the temporary closure of Irvine Regional Park. Although there were no injuries, more than 100 firefighters helped to contain that fire. Fireworks also ignited a brush fire near a condominium complex in Mission Viejo that resulted in an estimated property loss of \$4,000. In Lake Forest, an arrest was made when illegal fireworks were discharged that ignited an ornamental vegetation fire. An area of Unincorporated Tustin suffered about \$200 of property damage when fireworks caused an ornamental vegetation fire on a hillside. A residential area in Los Alamitos had a trash fire that cause about \$15,500 worth of damage to a home, a gas meter, electric meter and an electrical panel. Fullerton had a 5 acre vegetation fire that caused over \$10,000 in property losses and law enforcement took 4 suspects into custody for arson related to that vegetation fire. Huntington Beach reported one injury to a police officer who was burned by embers from a box of fireworks that exploded as he approached. There was also a fire in Newport Beach that caused \$10,000 worth of damage to surrounding vegetation and fences.

In Orange County Fire Authority's jurisdiction, 76 fireworks-related incidents were reported this year.

Incident Calls/Type of Fire	
Roof/Structure Fire	3
Lawn Fire	3
Dumpster (or Trash) Fire	28
Tree Fire	0
Brush/Acre Fire	24
Vehicle Fire	3
Other	15

2020 FIREWORKS-RELATED PROPERTY LOSS

Note: Red denotes cities that permit the sale of safe and sane fireworks

CITY	COUNT	\$ LOSS	ACREAGE	COMMENTS
Aliso Viejo	0	0	0	None
Anaheim	60	0	0	Trees/dumpster/trash fires – no significant loss identified
Brea	1	\$600	0	1 injury, 1 trash
Buena Park	11	0	0	1 injury, 6 trash/dumpster, 4 vegetation
Costa Mesa	12	0	0	12 brush/trash/other fires – no significant loss identified
Cypress	1	0	0	1 brush
Dana Point	1	0	0	1 dumpster
Fountain Valley	0	0	0	None
Fullerton	8	\$10,100	5	1 trash, 5 tree
Garden Grove	16	0	0	8 dumpster, 5 brush, 1 building, 2 other
Huntington Beach	4	\$1,000	0	1 dumpster
Irvine	0	0	0	None
Ladera Ranch	0	0	0	None
La Palma	0	0	0	None
Laguna Beach	29	0	0	No significant loss identified
Laguna Hills	2	0	0	2 other
Laguna Niguel	1	\$500	0.02	1 vegetation
Laguna Woods	0	0	0	None
Lake Forest	2	\$200	0	1 vegetation, 1 other
Los Alamitos	1	\$15,500	0	1 building
Mission Viejo	1	\$4,000	0.08	1 brush
Newport Beach	1	\$10,000	0	1 brush
Orange	N/A	N/A	N/A	N/A
Placentia	N/A	N/A	N/A	N/A
Rancho Santa Margarita	1	0	0	1 trash
San Clemente	1	0	0	1 other
San Juan Capistrano	1	0	0	1 brush
Santa Ana	27	0	0	9 brush, 1 building, 8 dumpster, 3 car, 6 other
Seal Beach	0	0	0	None
Stanton	4	0	0	2 dumpster, 1 brush, 1 other
Tustin	0	0	0	None
Unincorporated OC	6	\$200	21	4 brush, 1 building, 1 trash
Villa Park	0	0	0	None
Westminster	0	0	0	None
Yorba Linda	1	0	0	1 building
COUNTY TOTAL	192	\$42,100	26.1	

Note that incidents reported on this list are only the incidents that were reported with a potential property or acreage loss.

Public Display Incidents

Due to COVID-19 safety precautions, there were only 4 public displays in Orange County this year. OCFA took part in 3 of those public displays. There were no injuries, fires or violations reported.

There were no other Orange County shows outside of OCFA's jurisdiction.

The following table details the malfunctions/injuries/fires that occurred at various Orange County Independence Day firework display shows:

City	Injuries	Health & Safety Violations	Fires	Malfunctions/Comments
Dana Point (Monarch Beach)	0	0	0	10 shells/1 cake rewired, 100% of product discharged.
Los Alamitos	N/A	N/A	N/A	No OCFA Inspector assigned as shoot takes place on Joint Forces Base.
San Clemente	0	0	0	4 shells rewired, 100% of product discharged.
San Juan Capistrano	0	0	0	2 shells rewired, 100% of product discharged.

Confiscated Fireworks and Citations

Each year, Orange County Fire Authority measures the amount of fireworks confiscated over the Independence Day holiday. In 2020, the amount of reported confiscated fireworks (to local fire departments) was lower than last year, however, there was no shortage of confiscation activity for local authorities. The following tables represents the information provided by Orange County fire departments.

FIRE DEPARTMENT NAME	ILLEGAL	CONSUMER	TOTAL	CITATIONS
Anaheim Fire & Rescue	100 lbs	0	100 lbs	0
Brea Fire Department	54 lbs	0	54 lbs	0
Costa Mesa Fire Department	1082 lbs	0	1082 lbs	0
Fountain Valley Fire Department	0	0	0	0
Fullerton Fire Department	1400 lbs	0	1400 lbs	17*
Huntington Beach Fire Department	1196 lbs	0	1196 lbs	0
Laguna Beach Fire Department	4 lbs	12 lbs	16 lbs	0
Newport Beach	30 lbs	15 lbs	45 lbs	0
Orange City Fire Department	N/A	N/A	N/A	N/A
Orange County Fire Authority	200 lbs	150 lbs	350 lbs	0
Placentia Fire Department	N/A	N/A	N/A	N/A
ORANGE COUNTY TOTAL	4066 lbs	177 lbs	4243 lbs	17

*Law enforcement statistics included

Confiscated Illegal Fireworks					
	2016	2017	2018	2019	2020
Consumer	30 lbs*	626.7 lbs	27 lbs**	64 lbs ***	177 lbs ****
Dangerous/Illegal	3104 lbs*	4641.1 lbs	2329 lbs**	5965 lbs ***	4066 lbs ****

*Anaheim and Laguna Beach statistics NOT included

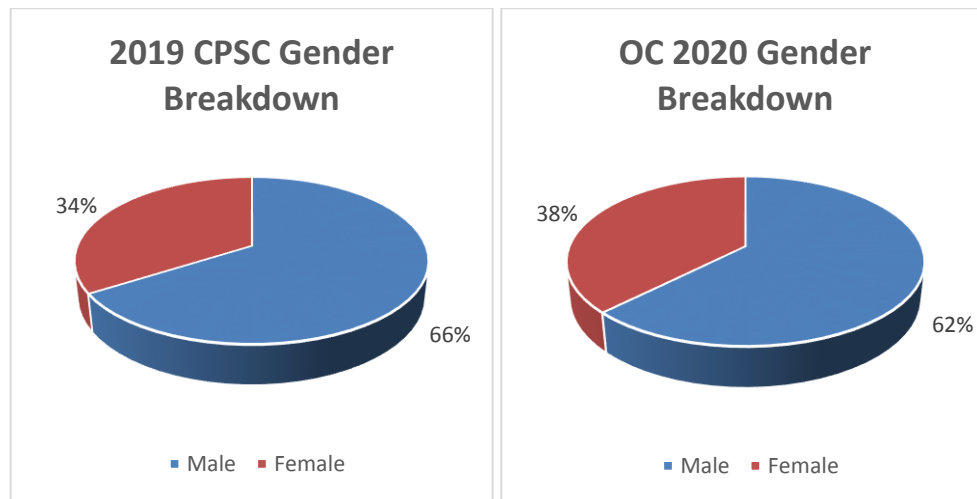
**Newport Beach statistics NOT included

***Fountain Valley statistics NOT included

****Orange City, Placentia statistics NOT included

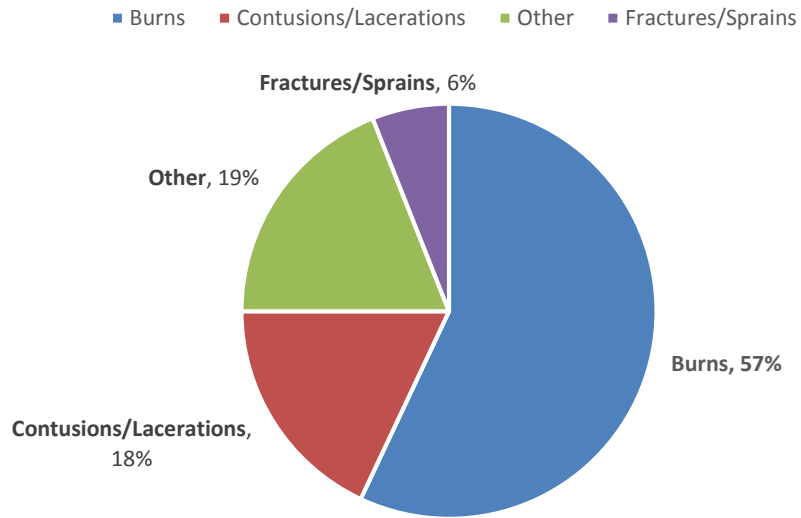
National Statistics Comparison

According to the 2019 CPSC Annual Fireworks Report, fireworks were involved in an estimated 10,000 injuries treated in US hospital emergency departments during calendar year 2019. Compared to the 9,100 injuries treated during calendar year 2018, there were 900 more injuries treated in calendar year 2019. Orange County's number of reported firework-related injuries was 32 in 2020 which is an increase from the 24 injuries reported in 2019. The same 10 cities allowed for the sale of Safe and Sane fireworks in 2020 as they did in 2019. In comparison to the national average of injuries reported, Orange County seems to be significantly lower in average injuries. This difference could be attributed to the fact that the sale of Safe and Sane fireworks is limited to only 10 Orange County cities. Another contributing factor is that not all injuries may have been reported to hospitals and not all hospitals may have provided us with their reported injuries. A special consideration for 2020 is that with the COVID-19 pandemic, many people may have intentionally avoided going to hospitals and/or urgent cares for fear that they may risk exposure to the virus.

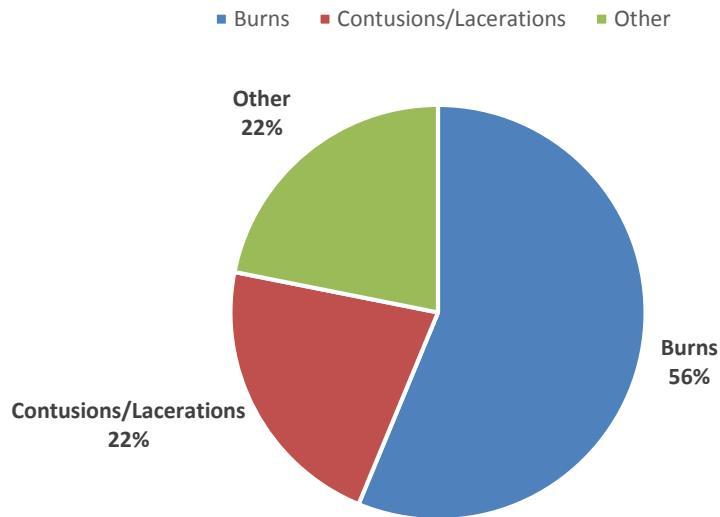


Nationally, 66% of fireworks injuries were experienced by males and 34% of fireworks injuries were experienced by females. This year in Orange County, the gender breakdown was very closely aligned with the national average, with 62% of fireworks injuries experienced by males and 38% of fireworks injuries experienced by females.

CPSC 2019 TYPE OF INJURIES

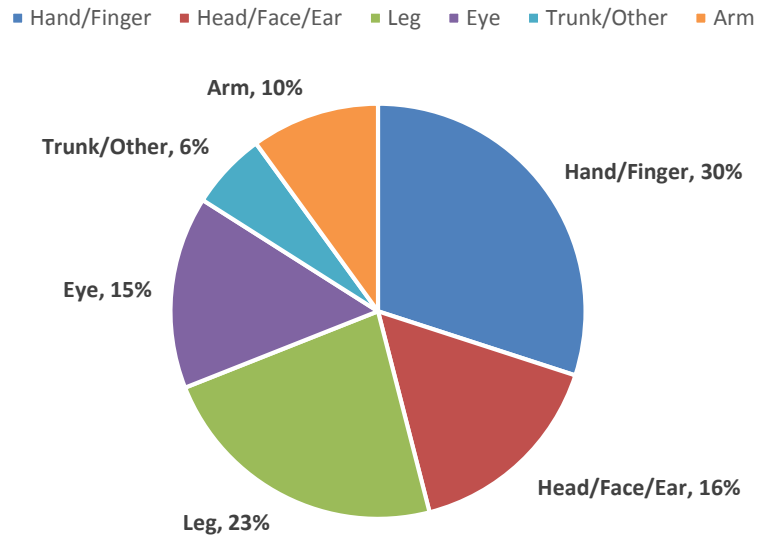


OC 2020 Type of Injuries

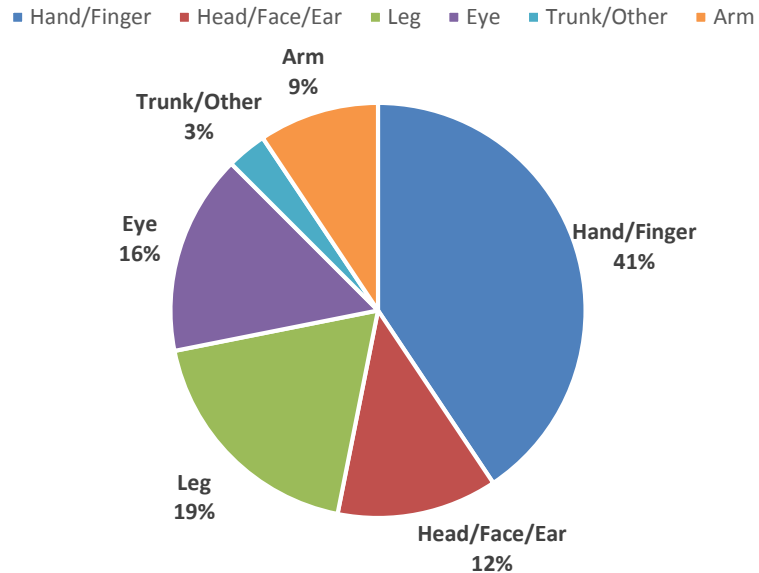


The type of injuries reported within Orange County this year very closely aligns with the national average. As with previous years, burns make up the majority of fireworks-related injuries in Orange County, at 56% this year. This percentage is right on par with the national rate of 57% for burns. Orange County's reported contusions/lacerations in 2020 are slightly higher than the national average; sitting at 22% versus the national average of 18%. Orange County experienced no reported fractures and sprains this year.

CPSC 2019 BODY REGIONS INJURED



OC 2020 Body Regions Injured



In Orange County this year, hand/finger injuries were quite high. At 41%, this is higher than the national average of 30%. While eye and arm percentages for Orange County were on par with the national averages, the head/face/ear, trunk/other and leg categories came in lower than the national averages.

Appendix A

2020 INJURIES BY EMERGENCY CARE FACILITY			
AGE	GENDER	DESCRIPTION OF INJURY	CARE FACILITY
1	F	Touched end of sparkler	CHOC
11	M	Lit firework was unintentionally aimed toward patient by relative	CHOC
12	F	Firework hit patient in the eye	CHOC
4	M	Relative holding firework turned around and hit patient's eye	CHOC
4	M	Patient playing too close to fireworks	CHOC
3	M	Relative threw firework and accidentally hit patient	Kaiser UC – Santa Ana
27	M	Got hit from across the street while watching fireworks	Kaiser Permanente - Anaheim
9	M	Spark from a sparkler flew into eye	Kaiser Permanente – Anaheim
18	F	Firework thrown and got caught in clothing	OCGMC
18	M	Exploded in hand	OCGMC
10	M	Firework hit cheek while flying through the air	OCGMC
19	M	Left hand severely mangled from firecracker	OCGMC
47	F	Injury from sparkler	OCGMC
30	F	Injury from fountain	OCGMC
6	F	Box of fireworks caught fire by thrown sparkler	OCGMC
33	F	Injured while lighting fireworks	Memorial Care Medical Group
2	M	Patient grabbed sparkler with hand	Placentia-Linda Hospital
1	M	Firework exploded on left arm	Anaheim Regional
17	M	Injury from M80	Mission Hospital
5	F	Firework fell over and hit patient in eye	Mission Hospital
47	M	Fireworks in a box ignited and hit patient's thigh	Hoag Newport
27	F	Firework tipped over and hit foot	Fountain Valley Hospital
28	F	Firework fell from sky	Fountain Valley Hospital
58	M	Firework exploded	UCI
37	M	Firework exploded	St. Jude Medical Center
38	F	Patient hit on top of head while watching fireworks	Kaiser Permanente - Irvine
17	M	M80 exploded in hand	OCFA
17	M	Patient holding mortar over head when it exploded	OCFA
19	F	Firework exploded in hand	OCFA
48	M	Firework injury to eye	OCFA
33	M	Struck in leg by firework	OCFA
58	M	Roman candle backfired in hand	OCFA



City of Stanton
OFFICE OF THE POLICE CHIEF

TO: Jarad Hildenbrand – City Manager

FROM: Lieutenant Nathan Wilson – Chief of Police Services

DATE: July 14, 2020

SUBJECT: Fireworks Calls for Service on July 4, 2020

Fireworks Related Calls for Service on July 4th

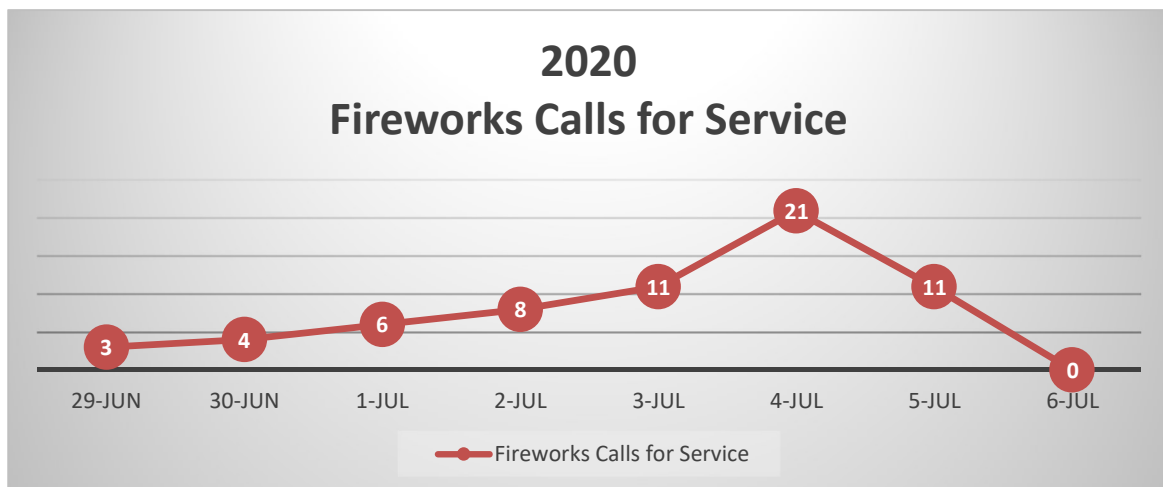
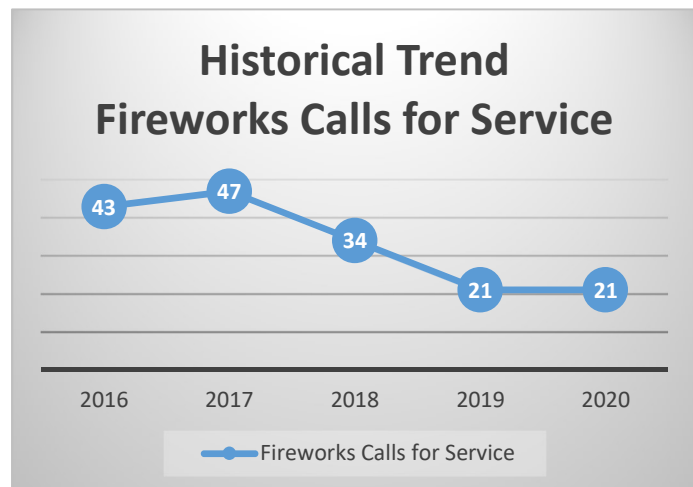
2016 – 43 calls for service for Fireworks

2017 - 47 calls for service for fireworks

2018 - 34 calls for service for fireworks

2019 - 21 calls for service for fireworks

2020 - 21 calls for service for fireworks



Fireworks may be legally discharged in the City of Stanton
July 1st through 4th 10 a.m.—11 p.m.

July 4th Calls for Service Statics

Orange County Sheriff's Department

- 559 Fireworks Calls
 - 39% of all calls for service
- 311 “911” calls received
 - 137% increase over an average day
- 4 Minutes 34 Seconds response time to fireworks calls

Stanton Police Services

- 21 Fireworks calls
 - 36% of all calls for service
- 2 Minutes 39 Seconds response time to fireworks calls

City of Stanton

- Fireworks Hotline (June 1st – July 4th)
 - 6 calls received
- Code Enforcement Phone Line
 - 3 calls received
- City Hall Phone Line
 - 2 calls received
- Emails
 - 0 emails received
- Post July 4th Survey
 - A large amount of Fireworks debris were left in the street at Criss & Vinevale. Due to the amount of debris, Public Works had to respond to conduct a clean-up. It's unknown if that debris were from Safe and Sane fireworks or Illegal ones
 - In general, the City was littered with less fireworks debris than last year

July 4th Calls for Service (Stanton)

Type	Total	Percentage
Fireworks	21	36%
Disturbance	8	14%
Traffic Stop	4	7%
Suspicious Person	3	5%
Loud Party	3	5%
Assist Outside Agency	3	5%
Keep the Peace	2	3%
Alarm Call	2	3%
Citizen Assist	2	3%
Patrol Check	2	3%
Vandalism	2	3%
Medical Aid	1	2%
Traffic Collision	1	2%
Suspicious Vehicle	1	2%
Pedestrian Check	1	2%
Drunk Driving	1	2%
Petty Theft	1	2%
Prostitution	1	2%

Enforcement Strategies Utilized in 2020

Deployment model

- Rather than having deputies roving throughout the city in search of fireworks offences, they focused on specific blocks and complexes for specified periods of time
- Call data from 2019 was used to identify these locations

Use of undercover enforcement


- Two deputies were deployed in plain clothes in an unmarked vehicle
- Used to conduct proactive surveillance and enforcement of fireworks violations

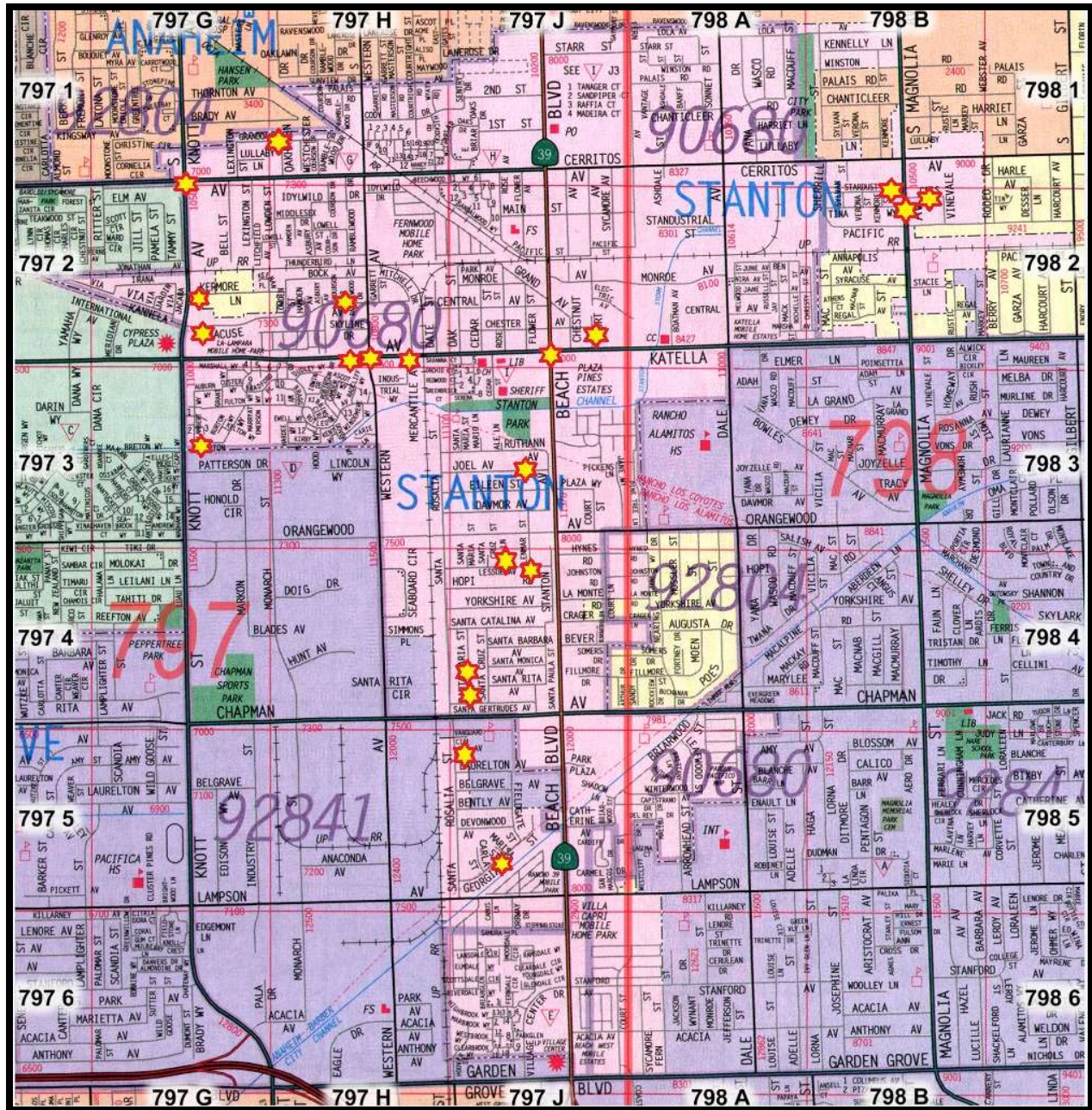
Fireworks Seized



- Deputies seized approximately 50 lbs. of illegal fireworks resulting in several citations
- Some of these fireworks are show in the photograph above
- All items were turned over to the Orange County Sheriff's Department's Bomb Squad for disposal

2020 Calls for Service (Fireworks)

 - Indicates a call for service



Fireworks Call Log

1:58 PM

11500 block of Ale Lane

PC THE AREA REFERENCE M-80 ACTIVITY NEAR SANTA ROSALIA - ANONOMUS CALLER

3:25 PM

7700 block of Amy Ave

DEPUTIES CONFISCATED ILLEGAL FIREWORKS AND ISSUED A CITATION

5:10 PM

11800 block of Santa Maria St

LOUD FWRKS COMING FROM THE 10-20 - ANONOMUS CALLER

5:11 PM

7700 block of Joel Ave

LOUD FWRKS COMING FROM THE 10-20 - ANONOMUS CALLER

6:00 PM

7700 block of Lessue Ave

(FIREWORKS) IN THE AREA OF HOPI//ORANGEWOOD - ANONOMUS CALLER

6:05 PM

10800 block of Court Ave

FIREWORKS NEAR 10-20 - ANONOMUS CALLER

6:12 PM

11900 block of Santa Maria St

DEPUTIES OBSERVED A SUBJECT LIGHTING ILLEGAL FIREWORKS AND ISSUED A CITATION

7:32 PM

7000 block of Kermore Ln

INF STATES TRANSIENTS IN A GOLD VAN ARE SETTING OFF FIREWORKS- ANONOMUS CALLER

7:39 PM

Lambert Way & Hampton Way

PC REF FIREWORKS BEING SET OFF BY SUBJTS ON LAMBERT- ANONOMUS CALLER

7:42 PM

Katella Ave & Mercantile Ave

DEPUTIES OBSERVED A SUBJECT LIGHTING ILLEGAL FIREWORKS AND ISSUED A CITATION

7:52 PM

7300 block of Grand Oaks

PC AREA FOR AERIAL FIREWORKS / DEPUTIES OBSERVED A SUBJECT LIGHTING ILLEGAL FIREWORKS AND ISSUED A CITATION

8:08 PM

7400 block of Syracuse Ave

SUBJTS LIGHTING FIREWORKS AT THE 10-20. NO CONTACT

8:47 PM

12300 block of Georgian St

PC AREA REF MORTARS - ANONOMUS CALLER

9:16 PM

7100 block of Syracuse Ave

FIREWORKS COMING FROM 10-20 - ANONOMUS CALLER

9:28 PM

Knott Ave & Cerritos Ave

SUBJTS LIGHTING FIREWORKS AT THE 10-20. NO CONTACT

9:38 PM

Katella Ave & Western Ave

PC RAILROAD AREA - ANONOMUS CALLER

9:57 PM

8900 block of Stardust Ln

PC THE AREA FOR AERIALS AND M-80

10:08 PM

Katella Ave & Beach Blvd

MORTARS GOING OFF BETWEEN KATELLA AND RR TRACKS - ANONOMUS CALLER

10:14 PM

9000 block of Cris Ave

IN FRONT OF THE ADDRESS AND SHOT A FRWK INTO A POWERLINE AND THE POWER IS OUT...INF HAS A VIDEO OF IT. UNK IF CAN I.D. THE PERSON ON THE VIDEO

11:11 PM

Katella Ave & Western Ave

M80'S - ANONOMUS CALLER

11:19 PM

Magnolia Ave & Tina Way

BEHIND THE CARWASH / THERE IS A LARGE FIRE NOW CO FIRE ENROUTE / DUMPSTER FIRE NOW CO FIRE HAS IT

ATTACHMENT C

Chapter 17.04 SAFE AND SANE FIREWORKS

17.04.010 Sale and discharge prohibited—Sale to minors prohibited.

A. It is unlawful for any person, firm or corporation to sell, display, dispose of, give away, store, keep or stock, or to discharge, explode, fire or set off any fireworks in the city except in strict accordance with the terms and conditions of this chapter. For purposes of this chapter, the terms “fireworks” or “safe and sane fireworks” shall have the meaning as set forth in Part 2 of Division 11 of the California Health and Safety Code.

B. It is unlawful to sell fireworks to any person under the age of eighteen years.

C. No person under the age of eighteen years shall purchase any fireworks, including safe and sane fireworks.

D. No person under the age of eighteen years shall discharge any fireworks, including safe and sane fireworks, except when under the direct supervision and in the presence of an adult. (Ord. 935 § 2, 2007; Ord. 774 § 2, 1995; Ord. 759 § 2, 1994)

17.04.020 Organizations which may be licensed.

A. Licenses provided by this chapter shall be issued only to nonprofit organizations or corporations which have obtained tax-exempt status from the State Franchise Tax Board and which are organized primarily for veteran, patriotic, social welfare, civic or business betterment, fraternal, religious or charitable purposes.

B. Each such organization shall have a principal place of business, principal meeting place or a location for the conduct of its primary activities within the city limits and shall have been established and licensed under Chapter 5.04 (if required) within the city continuously for a minimum of one year prior to the filing of the application for the license.

C. Licenses provided by this chapter shall be issued only to organizations which qualify pursuant to the requirements set forth in this section. Each applicant organization shall submit a verified statement with its application describing and confirming its compliance with this subsection. (Ord. 774 § 2, 1995; Ord. 759 § 2, 1994)

17.04.030 Procedure for applications.

A. Applications for licenses shall be filed on forms provided by the city with the office of the city manager not later than the end of business day of the first Thursday in May of the year in which the application is made. A deposit in an amount equal to the license fee established by resolution of the city council shall be submitted with the application. The deposit shall be refunded in the event the organization is not licensed by the city council.

B. The application shall be accompanied by all documentation required by the city manager and shall include but not be limited to the following: proof of general liability insurance coverage, the certified statement required by Section 17.04.020(C), documentation demonstrating tax-exempt status, a seller's permit issued to the organization requesting the application, and a written statement describing the benefits the organization provides to the community which will be used by the city council to make the determination on whether to grant a license.

C. The application shall be signed by an authorized officer or director of the organization who shall warrant to the city the veracity of all statements contained therein. If any material statement in the application is determined by the city manager to be false or misleading, he or she may forthwith revoke

the license issued by the city council. Written authorization from the nonprofit organization authorizing the named individual to apply for a license on behalf of the organization shall also be provided.

D. The city manager shall review all applications for sufficiency and completeness within ten days of filing and promptly notify applicants of any defects, disqualifying factors or omissions. All applications and required accompanying documentation shall be in final form and shall be filed in the office of the city manager by five p.m. on May 8th. The city manager shall not be required to accept any additional documentation after May 8th but may request information clarifying or additionally explaining the applicant's proposal.

E. All organizations meeting the requirements for a license under this section shall be prequalified by the city manager provided they comply with the filing and compliance schedule set forth in this chapter. (Ord. 1033 § 2, 2015; Ord. 774 § 2, 1995; Ord. 759 § 2, 1994)

17.04.040 Terms and conditions of license to sell.

A. The license issued by the city council shall permit the sale of safe and sane fireworks only on July 1st from twelve noon to ten p.m. and from July 2nd through and including July 4th, from nine a.m. to ten p.m.

B. Every licensee shall be responsible for continuing compliance with all the terms and conditions contained in the license. In this regard, each licensee shall designate a responsible contact person who will be in attendance at the licensed stand or on-call from the time the stand is erected and until it is removed and the site location is cleaned to the satisfaction of the city.

C. No licensee shall sell any fireworks except from inside the licensed stand.

D. No person other than individuals who are adult members of the licensee organization, or their approved adult volunteers, shall sell or otherwise participate in the sale of fireworks. At all times during sales hours at least one adult member of the licensee organization must be located at the stand to oversee operations.

E. All licensees shall also:

1. Not install or locate a stand on the licensed premises before June 20th and shall cause it to be removed and the site location cleaned on or before July 8th;

2. Provide the city with proof of public liability, property damage and product liability insurance with policy limits of at least one million dollars per occurrence and naming the city as an additional insured for the duration of the license;

3. Provide the city with written consent of the owner of the property where the stand is to be located;

4. Provide the city with a sales tax permit issued to the organization by the State Board of Equalization;

5. Provide the city with a detailed report on revenue, expenditures and net profit earned by the organization in the sale of fireworks. The report shall be submitted to the city manager's office by the end of business day on the fourth Thursday in September of each year. Failure to submit the report shall be grounds for denial of any future fireworks sales license;

6. Provide the city with a bond or other surety device in an amount established by the city council and sufficient to assure removal of the structure and cleanup of the site.

F. Sales shall be made only from freestanding structures erected and located solely for the purpose of fireworks sales.

G. Fireworks stands shall comply with standards adopted by the city manager which may include size of stands, structure material, building code compliance and signage.

H. The city manager may call meetings of all licensees to describe the licensing process and to provide information with regard to city and county requirements. The failure of any licensee to attend meetings or meet established deadlines shall constitute grounds for nonacceptance of the application or revocation of the license by the city manager.

I. Licenses are not transferable or assignable, and are only valid for the dates specified in the permit and are subject to all conditions set forth in the permit. (Ord. 1033 § 3, 2015; Ord. 774 § 2, 1995; Ord. 759 § 2, 1994)

17.04.050 Grant of approval by city council.

A. The city council shall in its sole discretion determine the organizations to which licenses will be granted in accordance with this chapter. Such determination shall be made at a regular or special meeting of the city council in accordance with procedures established by the city council.

B. The city council may, but shall not be required to, issue up to eight licenses for the sale of fireworks in the city.

C. In determining the organizations to be licensed the council shall consider the following factors:

1. Only organizations prequalified by the city manager pursuant to Section 17.04.040(E) shall be considered;
2. The contributions the organization has made or is proposing to make to the city's civic pride or betterment; youth activities and programs; care or assistance to the elderly, infirm or disabled; assistance to or support of the business community, charitable efforts and any other community contributions deemed beneficial by the city council;
3. The location and suitability of the premises where the organization proposes to operate;
4. Other factors deemed appropriate by the city council. (Ord. 774 § 2, 1995; Ord. 759 § 2, 1994)

17.04.060 Compliance with requirements of fire authority.

All applicants for a license to sell safe and sane fireworks in the city shall comply with all requirements imposed by the Orange County fire authority.

A. The city shall provide applicants with copies of said requirements.

B. An Orange County fire authority permit shall be required and all required fire authority fees shall be paid and all inspections shall be completed before commencement of sales.

C. All stands and personnel involved in sales shall at all times be in compliance with the Orange County fire authority requirements for public fireworks stands. (Ord. 774 § 2, 1995; Ord. 759 § 2, 1994)

17.04.070 Discharge permitted on certain days and times.

It is unlawful for any person, firm or corporation to discharge any fireworks, including safe and sane fireworks, except as follows: safe and sane fireworks may be discharged between July 1st and July 4th between the hours of ten a.m. and eleven p.m. (Ord. 982 § 2, 2011)

17.04.073 Block party permit.

Every person, firm or corporation who applies for and receives an administratively-issued “block party permit,” or similar license or approval required by the city to close a street or otherwise reserve or use a piece of city property shall comply with all conditions imposed upon the issuance of such permit, license or approval, including but not limited to taking all reasonable efforts necessary to ensure that dangerous fireworks are not used at said event. A violation of this condition of such permit, license or approval shall be subject to a separate administrative fine under the provisions of this chapter. Likewise, any person, firm or corporation that fails to obtain any “block party permit”, license or other such approval from the city when such person is so required by this code shall be subject to a separate administrative fine under this chapter as well as an additional administrative fine if dangerous fireworks are used at and during said event. (Ord. 1066 § 3, 2017)

17.04.075 Discharge of fireworks prohibited—Exceptions.

A. It is unlawful for any person, firm or corporation to use or discharge any fireworks, including safe and sane fireworks, as defined in Part 2 of Division 11 of the California Health and Safety Code, within the following areas of the city:

1. Any public property, including, but not limited to, public streets, highways, alleys, sidewalks, parks or other publicly owned property, buildings or facilities without an administratively-issued “block party permit”;
2. Any property within a commercial district of the city (defined in Section 20.215.010 of this code) except for any nonconforming residential use within such district used for residential purposes as of the effective date of the ordinance codified in this section;
3. Any property within an industrial/manufacturing district of the city (defined in Section 20.220.010 of this code) except for any nonconforming residential use within such district used for residential purposes as of the effective date of the ordinance codified in this section.

B. Nothing in this section shall preclude the use or discharge of safe and sane fireworks, consistent with this chapter, on appropriate privately owned areas within a residential district (defined in Section 20.210.010 of this code) or the presentation of any public fireworks display authorized by the city.

C. It is unlawful for any person, firm or corporation to possess, sell, use, discharge, and/or display any dangerous fireworks, as defined in Part 2 of Division 11 of the California Health and Safety Code, at any time and within any area of the city with the exception of pyrotechnic licensees conducting business while holding a current valid license issued pursuant to Chapter 5 of Part 2 of Division 11 (commencing with Section 12570) of the California Health and Safety Code. (Ord. 1066 § 4, 2017; Ord. 910 § 2, 2005)

17.04.080 Gas stations.

It is unlawful for any person, firm or corporation to sell, offer for sale, store, display or discharge any fireworks of any type in any public oil or gasoline station, or on any premises where gasoline or other inflammable liquids are stored or dispensed. (Ord. 774 § 2, 1995; Ord. 759 § 2, 1994)

17.04.090 Penalty for violations.

The violations of any of the provisions of this chapter shall constitute a misdemeanor, and the penalty for violation shall be as set forth in Section 1.04.080 of the Stanton Municipal Code. (Ord. 774 § 2, 1995: Ord. 759 § 2, 1994)

17.04.100 Administrative penalty.

In addition to, or in lieu of the penalty set forth in Section 17.04.090, any person, firm or corporation violating the provisions of this chapter may be issued an administrative citation by an enforcement officer in accordance with the provisions of Chapter 1.12 of this code. The administrative fine for a violation of this chapter shall be assessed in the amount provided as follows:

A. Each person, firm or corporation who violates any provision of this code as it relates to the use, discharge, storage, sale, display and/or possession of less than twenty-five pounds of dangerous fireworks shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offence in 1-year period	Amount of Administrative Penalty	Disposal Charge	Total Amount of Penalty (not including any Late Charges or interest)
First	\$1,000.00	\$250.00	\$1,250.00
Second	\$2,000.00	\$500.00	\$2,500.00
Third	\$3,000.00	\$1,000.00	\$4,000.00

B. Each person, firm or corporation who violates any provision of this code as it relates to the storage, sale, display and/or possession of more than twenty-five pounds and less than one hundred pounds of dangerous fireworks shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offence in 1-year period	Amount of Administrative Penalty	Disposal Charge	Total Amount of Penalty plus Late Charge
First	\$1,000.00	\$250.00	\$1,250.00
Second	\$2,000.00	\$500.00	\$2,500.00
Third	\$3,000.00	\$1,000.00	\$4,000.00

C. Each person, firm or corporation who violates any provision of this code as it relates to the storage, sale, display and/or possession of more than one hundred pounds and less than five thousand pounds of dangerous fireworks shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offence in 1-year period	Amount of Administrative Penalty	Disposal Charge	Total Amount of Penalty plus Late Charge
------------------------------------	----------------------------------	-----------------	--

First	\$5,000.00	\$1,000.00	\$6,000.00
Second	\$10,000.00	\$1,000.00	\$11,000.00
Third	\$15,000.00	\$1,000.00	\$16,000.00

D. Each person, firm or corporation who violates any provision of this code as it relates to the storage, sale, display and/or possession of more than five thousand pounds of dangerous fireworks shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offence in 1-year period	Amount of Administrative Penalty	Disposal Charge	Total Amount of Penalty plus Late Charge
First	\$10,000.00	\$50,000.00	\$60,000.00
Second	\$20,000.00	\$50,000.00	\$70,000.00
Third	\$30,000.00	\$50,000.00	\$80,000.00

E. A person, firm or corporation who fails to obtain a block party permit, license or approval from the city when such a person is required by this code shall be subject to administrative fine or fines under this chapter.

Number of offence in 1-year period	Amount of Administrative Penalty	Disposal Charge	Total Amount of Penalty plus Late Charge
First	\$500.00	\$150.00	\$625.00
Second	\$1,000.00	\$250.00	\$1,250.00
Third	\$1,500.00	\$500.00	\$2,000.00

F. Any person, firm or corporation who does obtain an administratively-issued block party permit, license or approval from the city where there was a condition imposed upon the issuance of such block party permit, license or approval requiring the person to make all reasonable efforts necessary to ensure that "dangerous fireworks" are not used at said event and said person is said to be in violation of the permit by virtue of the fact that there were dangerous fireworks used at said event shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offence in 1-year period	Amount of Administrative Penalty	Disposal Charge	Total Amount of Penalty plus Late Charge
First	\$1,500.00	\$375.00	\$1,875.00
Second	\$3,000.00	\$750.00	\$3,750.00
Third	\$5,000.00	\$2,000.00	\$7,000.00

G. Each person, firm or corporation who uses safe and sane fireworks on or at dates, times and/or locations other than those permitted by this chapter shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offence in 1-year period	Amount of Administrative Penalty	Disposal Charge	Total Amount of Penalty plus Late Charge
First	\$250.00	\$75.00	\$325.00
Second	\$500.00	\$150.00	\$650.00
Third	\$750.00	\$300.00	\$1,050.00

H. In the case of a violation relating to dangerous fireworks, the citee shall be required to abate the violation and surrender all dangerous fireworks to the enforcement officer, immediately.

I. Payment of the administrative fine shall not excuse or discharge a citee from the duty to immediately abate and correct a violation of the Code, nor from any other responsibility or legal consequences for a continuation or a repeated occurrence(s) of a violation of this code. (Ord. 1066 § 5, 2017; Ord. 940 § 4, 2007; Ord. 935 § 4, 2007)

17.04.110 State fines.

Fines collected pursuant to this chapter shall be subject to California Health and Safety Code Section 12726, which provides that sixty-five percent of all administrative fines or penalties collected by the city shall be forwarded to the Controller of the State of California for deposit in the State Fire Marshal Fireworks Enforcement and Disposal Fund, as described in Health and Safety Code Section 12728. (Ord. 1066 § 6, 2017)

ATTACHMENT D

Annual Net Profit By Organization

Net Profits

2015

Boys & Girls Club	\$ 10,530
Xclaimed Ministries	\$ 8,069
Lighthouse Church	\$ 10,687
Knights of Columbus	\$ 3,063
Kiwanis	\$ 10,083
AVERAGE	\$ 8,486

2016

Boys & Girls Club	\$ 4,381
Xclaimed Ministries	\$ 5,570
Lighthouse Church	\$ 6,187
Knights of Columbus	\$ 2,094
Kiwanis	\$ 6,997
AVERAGE	\$ 5,046

2017

Boys & Girls Club	\$ 5,503
Xclaimed Ministries	\$ 7,012
Lighthouse Church	\$ 7,130
Knights of Columbus	\$ 3,838
Iglesias De Cristo	\$ 5,578
Youth Assistance Foundation	\$ 5,506
AVERAGE	\$ 5,813

2018

Boys & Girls Club	\$ 6,229
Xclaimed Ministries	\$ 7,270
Lighthouse Church	\$ 6,350
Knights of Columbus	\$ 3,520
Iglesias De Cristo	\$ 2,442
Youth Assistance Foundation	\$ 8,476
AVERAGE	\$ 5,612

2019

Boys & Girls Club	\$ 9,810
Knights of Columbus	\$ 5,808
Youth Assistance Foundation	\$ 6,296
AVERAGE	\$ 6,881

5-YEAR AVERAGE **\$ 6,368**